BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, January 21, 2021

6:00 p.m. - Closed Session
7:00 p.m. - Public Session

Virtual Meeting - Burbank, California

Disclaimer: Please note that the Burbank Public Libraries (as listed below) are currently closed. Due to the Coronavirus Pandemic Social Distancing Guidelines, please continue to view the online agenda at www.burbankusd.org/boemeetings.

AGENDA

The entire agenda packet is available for review online at www.burbankusd.org; at the District Office Building, Superintendent's Office, 1900 W. Olive Ave., Burbank, 91506; and at the Reference Desk in all Burbank City Libraries at: 110 N. Glenoaks, Burbank, 91502; 300 N. Buena Vista, Burbank, 91505; and 3323 W. Victory Blvd., Burbank, 91505.

1. CALL TO ORDER

1.a NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the Closed Session will be held by teleconference to discuss matters on the Closed Session agenda, at 6:00 p.m. The teleconference (6:00 p.m.) and online meeting (7:00 p.m.) is held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom, which suspends certain requirements of the Ralph M. Brown Act. Balancing the health risks associated with the Coronavirus (COVID-19), while appreciating the public's right to conduct the people's business in a transparent and open manner, during the current State of Emergency and in the interest of public health and safety, most-and possibly all of the Board Members will be participating by teleconference. District facilities are closed to the public until further notice and the public will not be able to physically attend the Board of Education meeting. The Board will reconvene in Public Session at 7:00 p.m. The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

The Board of Education is committed to ensuring the health and safety of the entire Burbank Unified community. Pursuant to Executive Order N-29-20 issued by Governor Gavin Newsom on March 17, 2020, Board of Education meetings will be closed to the public until social distancing directives have been lifted.

A new system has been implemented to allow Public Speakers to provide live comments. Please note that Public Comments will no longer be accepted via email or voicemail.

Listed below are the new instructions for public comment during Board of Education meetings:

1. Public Speakers please email Kimberley Clark at kimberleyclark@burbankusd.org no later than 1 hour and 15 minutes prior to the start of the public meeting (before 5:45 p.m.) stating your full name and the topic you wish to speak about.
2. Speakers are asked to log into the Board meeting virtually through the Zoom invitation no later than 5.45 p.m. The meeting will open at 6:00 p.m. and will be locked at 6:45 promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting. Upon receipt of an email request, the Zoom meeting login details will be emailed to each individual speaker.
3. Speakers should rename their Zoom profile to indicate their real name to expedite this process.
4. When it is time for a speaker to address the Board, the speaker's name will be called and the microphone on the 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. Speakers are also requested to state their name prior to addressing the Board.
5. After a speaker completes their public comment or if the five-minute (5) time limit has been reached, the microphone for the speaker's Zoom profile will be muted.
6. The Zoom meeting will be closed following the Public Communications portion of the meeting.

If you have questions or need assistance regarding the process, please email Kimberley Clark at kimberleyclark@burbankusd.org or Rose Garcia at rosegarcia@burbankusd.org.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on January 21, 2021. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

The Board will meet in Closed Session for the purpose of the following:

3.a Conference with Labor Negotiator, Pursuant to Government Code §54957.6
Agency Negotiator: Sarah Niemann
Employee Organization: Burbank Teachers Association (BTA)

3.b Conference with Labor Negotiator, Pursuant to Government Code §54957.6
Agency Negotiator: Sarah Niemann
Employee Organization: California School Employees Association (CSEA) Chapter 674

3.c Public Employee Discipline/Dismissal/Release Pursuant to Government Code §54957

3.d Public Employee Performance Evaluation Pursuant to Government Code §54957
Title: Superintendent of Schools

3.e Report on Findings by Administrative Hearing Panel Under Education Code Section 48900(c)
The Board of Education will meet in closed session, pursuant to Education Code Section 48900(c), and 48915(c3), to consider the recommendation of the Administrative Hearing Panel for expulsion of Student 960007429, as presented in Confidential Exhibit 3e.

3.f Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960002080, 960032205, 960016359 and 960012534.

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE
When the Board of Education reconvenes in Public Session, the Board may make any required disclosures regarding actions taken in Closed Session or adopt any appropriate resolutions concerning these matters.

5. REPORTING ON CLOSED SESSION

6. ADJUSTMENTS TO THE AGENDA
The Board President will announce any requests for adjustments to the meeting agenda.

7. ITEMS FOR FUTURE AGENDAS

8. REPORTS FROM THE BOARD

8.a Student Representatives
Carmen Blanchard, BHS and Nadaly Jones, JBHS, will report on activities at their respective schools.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on January 21, 2021. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

9.b Staff Responses

9.c Board Members' Comments and Responses

10. REPORTS TO THE BOARD

10.a Superintendent's Comments
Matt Hill, Superintendent, will comment on items of interest to the Board of Education and community.

10.b Report on Distance Learning
Matt Hill, Superintendent, will report on the progress of distance learning.

10.c Report on the Superintendent's Fundraising Advisory Committee
John Paramo, Assistant Superintendent, Educational Services, will report on the progress of the Superintendent's Advisory Committee, as presented.

1 21_Fundraising_Report_to_the_Board.pdf

10.d First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations
Matt Hill, Superintendent, will facilitate the Board's first reading of the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards

Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

Policy Updates_July 2020_1st Read_012121.pdf

11. NEW AND/OR UNFINISHED BUSINESS

11.a Adoption of Resolution 22 Proclaiming the Month of February 2021, in Recognition of National Black History Month

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 22 Proclaiming the Month of February 2021, in recognition of National Black History Month in the Burbank Unified School District, as presented.

Resolution in recognition of National Black History Month 2021 (1).pdf

11.b Adoption of Resolution 23 Proclaiming the Month of February 2021, as Teen Dating Violence Awareness and Prevention Month

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 23 Proclaiming the Month of February 2021, as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District, as presented.

Resolution_23_Teen_Dating_Violence_Awareness_Month_2021.doc.pdf

11.c Adoption of Resolution 24 Accepting the "Certificate of the Canvass of the Election Returns"

Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 24 accepting the "Certificate of the Canvass of the Election Returns," as presented.

Adoption of Resolution 24_Election Results_012121.pdf

11.d Approval of Board Representation on District and Community Committees / Groups for 2021

Steve Frintner, Board President, recommends that the Board of Education determine and approve the list of Board Representation on Committees / Groups for 2021, as presented.

Board Representation on Committees_Report_012121.pdf

11.e Adoption of Resolution 25 Proclaiming the Week of February 1, 2021 through February 5, 2021, as School Counseling Week

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 25 Proclaiming the week of February 1, 2021 through February 5, 2021, as School Counseling Week in the Burbank Unified School District, as presented.

Resolution 25 - Counselors Week.pdf

11.f Approval of Agreement with Alder Graduate School of Education

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Alder Graduate School of Education to recruit teaching candidates, not to exceed $50,000 annually (01.0-32150.0-11100-10000-5810-7409000), effective January 22, 2021 through June 30, 2022 unless terminated by either party on advance written notice, and that authority to sign the

Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Alder.pdf

11.g Adoption of Resolution 26 for the Elimination or Reduction of Services for Classified Positions
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 26 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 26- Reduction in Force.pdf

11.h Approval of 2019-2020 School Accountability Report Cards
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the 2019-2020 School Accountability Report Cards prepared in 2020-2021, as presented.

Due to the size of each document, the School Accountability Report Cards (SARCs) will not be duplicated for distribution; however, copies of each site's SARC is available for review in the Instructional Services Department or by contacting Dr. Peter Knapik at (818) 729-4482 or by email at peterknapik@burbankusd.org.

SARCs January 21 2021.pdf

11.i Acceptance of Gifts
Matt Hill, Superintendent, recommends that the Board of Education take formal action accepting the following gifts to the District, and that the Board President convey appreciation to the donors, as presented.

Gift Report_012121.pdf

12. CONSENT AGENDA
All items on the Consent Agenda are considered by the Superintendent to be of a routine nature and are acted on with one motion. Any recommendation may be removed from the Consent Agenda at the request of any Board member and acted on separately.

12.a Action on Student Expulsion
The Board of Education will take action in public session pursuant to Education Code Section 48900 (c), 48915(a1), and 48915(c3) on the expulsion recommendation by the Administrative Hearing Panel for Student 960007429, as presented in Confidential Exhibit 3e.

12.b Action on Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960012534, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective January 7, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960012534 Settlement Agreement.docx (1).pdf

12.c Action on Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960016359, not to exceed $5,000 (01.0-65000.0-50010-36000-5813-7440000), effective January 8, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960016359 Settlement Agreement.docx.pdf

12.d Amended Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960032205, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective November 4, 2019 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on November 21, 2019 with no fiscal impact to the District. The second amendment was on June 4, 2020. Due to COVID-19 and school closures, Student was unable to access the agreed upon services. This amendment is extending the amended end date of October 30, 2020 to June 30, 2021.

SPED Student 960032205_Amended_Settlement Agreement.docx.pdf

12.e Amended Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960002080, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective August 12, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on August 15, 2019 at no cost to the District. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the date to access services from May 21 2021 to June 30, 2021, at no cost to the District.

SPED Student 960002080_Amended_Settlement Agreement.docx.pdf

12.f Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Meeting of December 14, 2020, as presented.

Minutes.12.14.20.SP.pdf

12.g Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of December 17, 2020, as presented.

Minutes.12.17.20.pdf

12.h Approval of Personnel Report Number 20-21-11

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 20-21-11, covering Certificated and Classified personnel, and consisting of Pages 1 to 16 inclusive, as presented.

Personnel Report.pdf

12.i 2020-2021 Purchase Order Report

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2020-2021 as listed through December 7, 2020, as presented.

2020-2021 Purchase Order Report.pdf

12.j Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $21,138,646.80 commercial warrants in the total amount of $6,801,375.92, as presented.

Warrants.pdf

12.k Amended Agreement for Professional Services (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Language Resources of America, LRA Interpreters, Inc., to provide interpreting and translation services for Burbank Special Education students, not to exceed $160,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 16, 2020. The effective date is from July 1, 2020 through June 30, 2021. The amendment adds an additional $80,000 to the original agreement making the total not to exceed $160,000.

SPED LRA_Amended.pdf

12.l Ratification of Agreement for Professional Services (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation, to provide clinical psychology services for selective mutism for Special Education Student 960025268, not to exceed $2,800 (01.0-65000.0-57602-11900-5850-7440000), effective November 1, 2020 through May 27, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Students 960025268_Jessica Richards_Ratified.docx.pdf

12.m Approval of Reimbursement to Parent for Transportation (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education, approve reimbursement to the parent of Special Education Student 960019724 visit student who attends a Non Public School (NPS), per IEP, not to exceed $1,200 (01.0-65000.0-50010-36000-5813-7440000), effective August 1, 2021 through May 27, 2022,

and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960019724_Parent Reimbursement.docx (1).pdf

12.n Ratification and Approval of Instructional Consultant Services
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify and approve the instructional consultant services for the purpose of on-site student learning support and staff development, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Instructional Consultants with backup-Redacted.pdf

12.o Approval of Non-Instructional Consultant Services
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Non-Instructional Consultants.pdf

12.p Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021
John Paramo, Assistant Superintendent, Educational Services recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021, Report Summary No. 2, October 1 through December 31, 2020 as presented.

Williams_Report_2nd_quarter_2020_21.pdf

12.q Approval Amended of Authorization of Signatures
Debbie Kukta, Assistant Superintendent, Administrative Services recommends that the Board of Education approve the authorization of signatures, for the period of January 22, 2021 through January 23, 2022, as presented.

Authorization of Signatures Amended 2020-21.pdf

13. REQUESTS TO ADDRESS THE BOARD

13.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on January 21, 2021. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

13.b Staff Responses

13.c Board Members' Comments and Responses

14. ADJOURNMENT

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	Laura Erisman, Administrative Secretary
DATE:	Janurary 21, 2021
SUBJECT:	Report on the Superintendent's Fundraising Advisory Committee

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Background:
The Superintendent's Advisory Committee was formed this summer based on recommendations made by the Board of Education in the spring. The Superintendent, district staff, and board members worked together to create bylaws. The bylaws were presented to the formal committee for review. The committee members reviewed the bylaws and they made suggestions for revisions, which were approved by the Board.

District Wide Goals for 2020-2021:
2.0 Improve Learning and Achievement for all students.

Discussion/Issues
One of the priorities of the advisory committee is to understand Board and District goals for fundraising. The Committee was presented with potential "big-bucket" goal items so that district fundraising is focused on the areas that the Superintendent and the Board of Education feel are priorities.

The Committee meets monthly and reports back to the Board monthly. The intention of the monthly reports to the Board is to ensure everyone is on the same page with the work of the committee. The Chair of the Fundraising Committee will address the Board monthly.

Recommendation
John Paramo, Assistant Superintendent, Educational Services, will report on the progress of the Superintendent's Advisory Committee, as presented.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	January 21, 2021
SUBJECT:	First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations

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Background:

The Board of Education began the process of comprehensive review and revision of the entire Board Policies and Administrative Regulation Manual, contracting with the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), beginning in December 2005. CSBA – GAMUT provided consultation and facilitated the policy revision process. The District's continuing agreement with CSBA – GAMUT provides for suggested policy periodically throughout each calendar year.

The updates presented at this time are the July 2020 Board Policies sent to the District by CSBA. These policies have also been reviewed by a subcommittee consisting of two members of the Board of Education and appropriate administrative staff. Changes appear in red on the PDF version; text to be added is underlined and/or highlighted and text to be deleted is shown as struck through.

Discussion/Issues:

Copies of revised policies and administrative regulations will not be duplicated for general distribution. Copies may be obtained by contacting the Superintendent's Office at (818) 729-4422 or via e-mail at: KimberleyClark@burbankusd.org

Fiscal Impact:

None

Recommendation:

Matt Hill, Superintendent, will facilitate the Board's first reading of the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

CSBA POLICY GUIDE SHEET

July 2020

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also Mktbeen made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 3555 - Nutrition Program Compliance

Policy updated to reflect **NEW STATE REGULATIONS** (Register 2020, No. 21) which provide that complaints regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses should be submitted directly to the California Department of Education (CDE), and complaints alleging discrimination on the basis of race, color, national origin, sex, age, or disability should be submitted to the U.S. Department of Agriculture (USDA). Complaints regarding other program requirements or other bases for discrimination are to be investigated and resolved at the district level. Policy also deletes the USDA nondiscrimination statement that must be included on all forms of communication regarding program availability, which is now presented in the accompanying exhibit.

NEW - Exhibit 3555 - Nutrition Program Compliance

New exhibit presents the USDA statement, formerly in BP 3555, which must be included on all forms of communication available to the public regarding the availability of child nutrition programs in order to advise the public of the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints against the district.

Administrative Regulation 4030 - Nondiscrimination in Employment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures, rather than the complaint procedures detailed in this regulation.

Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator pursuant to federal regulations, and responsibility assigned to Title IX Coordinator to receive complaints and determine the appropriate complaint procedure to use.

Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment

Regulation updated to reflect **NEW LAW (SB 778, 2019)** which (1) requires a district with five or more employees to provide two hours of sexual harassment training to supervisory employees and one hour of sexual harassment training to nonsupervisory employees by January 1, 2021 and every two years thereafter, and (2) requires new nonsupervisory employees and employees promoted to supervisory positions to receive the training within six months of hire or promotion. Regulation also reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require the district to designate a Title IX Coordinator and disseminate the Coordinator's contact information.

NEW - Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures

New regulation reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the requirement to offer supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.

Board Policy 5141.22 - Infectious Diseases

Policy reflects **NEW LAW (AB 262, 2019)** which requires local health officers to notify and update districts of an outbreak, or imminent outbreak, of a communicable disease and requires districts to comply with any orders issued by the health officers and all applicable privacy laws. Policy also clarifies that any allowable exclusions apply only to on-campus instruction and provides that the superintendent or designee will, when necessary, inform the local health official of any potential outbreak.

Administrative Regulation 5141.22 - Infectious Diseases

Regulation updated to add section on "Prevention and Mitigation Plan" reflecting general best practices based on COVID-19 guidance. Regulation also adds recommendations from CDE's Science Safety Handbook pertaining to experiments involving human blood sampling.

Administrative Regulation 5145.3 - Nondiscrimination/Harassment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that allegations of sexual harassment that meet the federal definition be investigated through Title IX complaint procedures, as described in AR 5145.71 - Title IX Sexual Harassment Complaint Procedures, rather than the district's uniform complaint procedures.

Board Policy 5145.6 - Parental Notifications

Policy updated for gender neutrality and to update legal references based on new laws reflected in the accompanying exhibit.

Exhibit 5145.6 - Parental Notifications

Exhibit updated to reflect **NEW LAW (SB 74, 2020)** which extends the suspension of certain mandated activities through the 2020-21 school year; reflect **NEW FEDERAL REGULATION (85 Fed. Reg. 30026)** which requires notice of the contact information of the district's Title IX Coordinator; delete legal cites for the Open Enrollment Act, which is no longer operational; delete reference to BP 5141.33 which is no longer applicable to exclusions from school; reflect **NEW LAW (SB 1109, 2018)** which requires dissemination of an opioid fact sheet to parents/guardians of student athletes; reflect **NEW LAW (AB 2370, 2018)** which requires child care centers with buildings constructed before 2010 to test drinking water for lead and notify parents/guardians of the results of that test; add notice requirements for districts receiving Impact Aid for children residing on Indian lands; reflect **NEW FEDERAL REGULATION (85 Fed. Reg. 30026)** which requires notifications to the parents/guardians of a student who complains of sexual harassment regarding rights, the complaint process, and the availability of supportive measures; and move the classroom notice requirement pertaining to complaints about health and safety in California State Preschool Programs to AR/E 1312.3 - Uniform Complaint Procedures consistent with CDE's Federal Program Monitoring instrument.

Board Policy 5145.7 - Sexual Harassment

Policy updated to include examples of actions to reinforce the district's sexual harassment policy, consistent with **NEW LAW (AB 34, 2019)** which requires posting the sexual harassment policy on the district's web site and **NEW LAW (AB 543, 2019)** which requires displaying a poster and providing the sexual harassment policy in student orientations. Policy also reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which require that complaints of behavior that meets the federal definition of sexual harassment be addressed through new Title IX complaint procedures. Title of compliance officer changed to Title IX Coordinator throughout policy pursuant to federal regulations.

Administrative Regulation 5145.7 - Sexual Harassment

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which amend the process for resolving complaints of sexual harassment, including, but not limited to, requirements to designate a Title IX Coordinator and disseminate the Coordinator's contact information. Regulation also reflects **NEW LAW (AB 543, 2019)** which requires the district to create a poster notifying students of the district's sexual harassment policy and to display the poster in specified locations, and requires the district to provide a copy of the policy to students as part of any orientation program for new and continuing students. Regulation reflects **NEW LAW (AB 34, 2019)** which requires the district to post the district's sexual harassment policy and the definition of sexual harassment in a prominent location on the district's web site.

NEW - Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures

New regulation reflects **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** which establish a Title IX complaint procedure for addressing complaints of behavior that meets the federal definition of sexual harassment. Regulation describes the types of behavior subject to these complaint procedures, the process for filing a complaint with the Title IX Coordinator, the offer of supportive measures to the complainant, the option for the parties to participate in an informal resolution process, required notifications, the investigation process, issuance of a written decision, the right to appeal the decision, and the requirement to maintain records of sexual harassment complaints and training materials for seven years.

Board Policy 6142.7 - Physical Education and Activity

Policy updated to add statement on equal access and equal opportunities for participation in physical education regardless of gender, gender expression, sexual orientation, and mental or physical disability, as included in CDE's Federal Program Monitoring instrument. Policy also reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children, clarifies credential requirements for teachers of physical education, and reflects the requirement that students who have been granted a permanent exemption from physical education must still be offered physical education courses of at least 400 minutes each 10 school days.

Administrative Regulation 6142.7 - Physical Education and Activity

Regulation updated to reflect **NEW LAW (SB 75, 2019)** which extends the use of uniform complaint procedures (UCP) to include complaints alleging noncompliance with physical education instructional minutes in grades 7-12. Regulation also reflects U.S. Department of Health and Human Services recommendations for moderate to vigorous physical activity in children and expands the list of duties of the physical fitness test coordinator as described in state regulations.

Board Policy 6159 - Individualized Education Program

Policy 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. 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. Paragraph on the rights of foster parents moved to AR.

Administrative Regulation 6159 - Individualized Education Program

Regulation updates the section on "Contents of the IEP" to consolidate lists of IEP requirements for clarity. Regulation reflects **NEW LAW (SB 98, 2020)** which requires the IEP to describe the means by which the IEP will be provided under emergency conditions in which instruction and/or services cannot be provided to the student at school or in person for more than 10 school days. Regulation also reflects **NEW LAW (AB 947, 2019)** which (1) authorizes districts to consider elements of the "expanded core curriculum," as defined, when developing an IEP for a student who is blind, has low vision, or is visually impaired, and (2) establishes requirements for orientation and mobility evaluations conducted for such students. Regulation also reflects **NEW LAW (AB 605, 2019)** which requires districts to provide assistive technology devices for use in a student's home or other setting when required by the student's IEP, and requires that such students be given continued access to assistive technology devices for up to two months after transferring out of the district. Section on "Parent/Guardian Consent for Provision of Special Education and Services" revised to more directly reflect law.

Board Policy 6159.1 - Procedural Safeguards for Special Education

Policy updated to encourage early, informal resolution of any dispute regarding special education services. Policy also reflects **NEW STATE REGULATIONS (Register 2020, No. 21)** which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities in Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE.

Administrative Regulation 6159.1 - Procedural Safeguards for Special Education

Regulation updated to clarify that due process complaints should be filed with the state Office of Administrative Hearings and that such complaints must generally be filed within two years of the date the parent/guardian or district knew or should have known about the alleged violation. Regulation also adds new section on "State Compliance Complaints" reflecting **NEW STATE REGULATIONS (Register 2020, No. 21)** which establish a complaint process, separate from UCP, for complaints alleging noncompliance with federal or state laws related to the provision of FAPE to students with disabilities, such as the district's violation of the federal Individuals with Disabilities Education Act or state law on special education, violation of a settlement agreement, failure to implement a due process hearing order, or physical safety concerns that interfere with the provision of FAPE.

Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Policy updated to include the provision of nonpublic, nonsectarian school and agency (NPS/A) services in the comprehensive local plan of the Special Education Local Plan Area. Policy reflects **NEW LAW (AB 1172, 2019)** which requires districts to verify that the NPS/A provides staff training in the use of practices and interventions specific to the unique behavioral needs of the student population at the NPS/A. Policy also reflects the requirement for the district to pay the full amount of the school's tuition or, as amended by AB 1172, the fees for the agency. Legal cite for Education Code 56366.3 deleted as it has been repealed.

Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education

Regulation updated to include the maximum term of the master contract between the district and NPS/A, expand the components of the contract in accordance with state law and regulations, and include the ability to terminate the contract for cause with 20 days' notice. Regulation also provides more detail regarding the annual IEP review focused on NPS/A students. New section on "On-Site Visits" reflects **NEW LAW (AB 1172, 2019)** which (1) requires the district to conduct an on-site visit of an NPS/A the first time the district places a student at that NPS/A, and (2) requires the district to annually conduct an on-site monitoring visit to review the services provided to the student, the facilities, and the student's progress.

NUTRITION PROGRAM COMPLIANCE

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)

Compliance Coordinator

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, and the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties

(cf. 6164.6 - Identification and Education Under Section 504)

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

   The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

(cf. 6159 - Individualized Education Program)

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

NUTRITION PROGRAM COMPLIANCE (continued)

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)
(cf. 5145.13 - Response to Immigration Enforcement)

Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

(cf. 5145.6 - Parental Notifications)

NUTRITION PROGRAM COMPLIANCE (continued)

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)

> U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

NUTRITION PROGRAM COMPLIANCE (continued)

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program

2. The facts on which the statement is based

3. The name of the district or the school against which the allegations are made

4. The complainant's contact information

5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

~~**OPTION 1:**~~

~~Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)~~

~~**OPTION 2:**~~

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

(cf. 9321 - Closed Session)

NUTRITION PROGRAM COMPLIANCE (continued)

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Legal Reference: (see next page)

NUTRITION PROGRAM COMPLIANCE (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
42238.01 Definitions for purposes of funding
48985 Notices to parents in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
PENAL CODE
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.19 National School Lunch Program, additional responsibilities
210.23 National School Lunch Program, district responsibilities
215.7 Special Milk Program, requirements for participation
215.14 Special Milk Program, nondiscrimination
220.7 School Breakfast Program, requirements for participation
220.13 School Breakfast Program, special responsibilities of state agencies
225.3 Summer Food Service Program, administration
225.7 Summer Food Service Program, program monitoring and assistance
225.11 Summer Food Service Program, corrective action procedures
226.6 Child and Adult Care Food Program, state agency administrative responsibilities
250.15 Out-of-condition donated foods, food recalls, and complaints
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources: (see next page)

NUTRITION PROGRAM COMPLIANCE (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, June 2018
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE PUBLICATIONS
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
U.S. Department of Agriculture, Food and Nutrition Services: http://www.fns.usda.gov
U.S. Department of Agriculture, Office for Civil Rights: http://www.ascr.usda.gov
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

NUTRITION PROGRAM COMPLIANCE

NONDISCRIMINATION STATEMENT FOR NUTRITION PROGRAMS

The following statement shall be included, in a prominent location, on all forms available to the public regarding the availability of the district's child nutrition programs:

> "In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
>
> Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
>
> To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
>
> (1) mail: U.S. Department of Agriculture
> Office of the Assistant Secretary for Civil Rights
> 1400 Independence Avenue, SW
> Washington, D.C. 20250-9410;
>
> (2) fax: (202) 690-7442; or
>
> (3) email: program.intake@usda.gov
>
> This institution is an equal opportunity provider."

On pamphlets, brochures, and flyers, in the same print size as the rest of the text, the district may print a short version of the nondiscrimination statement, as follows:

> "This institution is an equal opportunity provider."

NONDISCRIMINATION IN EMPLOYMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or other person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4032 - Reasonable Accommodation)

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to organize and manage the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent of Human Resources
(position title)
1900 W Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4410
(telephone number)
sarahniemann@burbankusd.org
(email)

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees, and post electronically in a conspicuous location on computers for employee use, up-to-date California Department of Fair Employment and Housing (DFEH) posters on the prohibition of workplace discrimination and harassment, the

NONDISCRIMINATION IN EMPLOYMENT (continued)

rights of transgender employees, and the rights and obligations of employees who are pregnant, have a related medical condition, or are recovering from childbirth (Government Code 12950; 2 CCR 11013, 11023, 11049)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)

   a. Including them in each announcement, bulletin, or application form that is used in employee recruitment

   b. Posting them in all district schools and offices, including staff lounges and other prominent locations

   c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4111/4211/4311 - Recruitment and Selection)

3. Disseminate the district's nondiscrimination policy and administrative regulation to all employees by one or more of the following methods: (2 CCR 11023)

   a. Printing and providing a copy to all employees, with an acknowledgment form for each employee to sign and return

   b. Sending a copy via email with an acknowledgment return form

   c. Posting a copy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies

   d. Discussing the policy and regulation with employees upon hire and/or during a new hire orientation session

   e. Any other way that ensures employees receive and understand the policy

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

NONDISCRIMINATION IN EMPLOYMENT (continued)

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior

5. Provide training regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

   The district may also provide bystander intervention training to employees which includes information and practical guidance on how to recognize potentially problematic behaviors and which may motivate them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce (2 CCR 11023)

Complaint Procedure

Complaints of sexual harassment shall be investigated and resolved in accordance with AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures if the alleged conduct meets the definition of sexual harassment pursuant to 34 CFR 106.30.

Any other complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The complainant's direct supervisor may be bypassed in filing a complaint when the supervisor is the subject of the complaint.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The complainant may first attempt to resolve the situation informally with the complainant's supervisor before filing a written complaint.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, any available evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be disclosed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

NONDISCRIMINATION IN EMPLOYMENT (continued)

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed in order to prevent further incidents. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Remedial/Corrective Action:** No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

   The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

   A summary of the findings shall be presented to the complainant and the person accused.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. For filing a complaint with DFEH alleging a violation of Government Code 12940-12952, within three years of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960 (Government Code 12960)

NONDISCRIMINATION IN EMPLOYMENT (continued)

2. For filing a complaint with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)

3. For filing a complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply

3. Ensuring prompt, thorough, fair, and equitable investigation of complaints

4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

SEXUAL HARASSMENT (continued)

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through either AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
GOVERNMENT CODE
12900-12996 Fair Employment and Housing Act, especially:
12940 Prohibited discrimination
12950 Sexual harassment; distribution of information
12950.1 Sexual harassment training
LABOR CODE
1101 Political activities of employees
1102.1 Discrimination: sexual orientation
CODE OF REGULATIONS, TITLE 2
11009 Employment discrimination
11021 Retaliation
11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education
11034 Terms, conditions, and privileges of employment
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 42
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or activities
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Promising Practices for Preventing Harassment, November 2017
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
Equal Employment Opportunity Commission: http://www.eeoc.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Educational Services
(title or position)
1900 W. Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4451
(telephone number)
johnparamo@burbankusd.org
(email)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The district shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of

SEXUAL HARASSMENT (continued)

a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.

2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.

4. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the district.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors

2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of

SEXUAL HARASSMENT (continued)

classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A *supervisory employee* is any employee having the authority, in the interest of the district, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

(cf. 4300 - Administrative and Supervisory Personnel)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

The district's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws concerning the prohibition, prevention, and correction of sexual harassment

2. The types of conduct that constitute sexual harassment

3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability

4. Strategies to prevent harassment in the workplace

5. Supervisors' obligation to report sexual harassment, discrimination, and retaliation of which they become aware

6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources

7. The limited confidentiality of the complaint process

SEXUAL HARASSMENT (continued)

8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment

9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the district's obligation to conduct an effective workplace investigation of a harassment complaint

10. What to do if the supervisor is personally accused of harassment

11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

    Employees shall receive a copy of the district's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation

13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

Notifications

The Superintendent or designee shall notify employees that the district does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the district may be referred to the district's Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

SEXUAL HARASSMENT (continued)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted

2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive a copy of an information sheet prepared by the California Department of Fair Employment and Housing (DFEH) or the district that contains, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment

2. The definition of sexual harassment under applicable state and federal law

3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee

5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)

6. Directions on how to contact DFEH and the EEOC

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (Government Code 12950)

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 4030 - Nondiscrimination in Employment.

(cf. 4030 - Nondiscrimination in Employment)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 4119.11/4219.11/4319.11 - Sexual Harassment.

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

   Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

Legal Reference: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

INFECTIOUS DISEASES

The Governing Board desires to protect students from risks posed by exposure to infectious diseases while providing a high-quality education for all students. The Superintendent or designee shall collaborate with local and state health officials to develop and regularly update a comprehensive plan for disease prevention that promotes preventative measures, mitigation, education, communication, and training of students and staff. All measures to limit the spread of infectious diseases shall be nondiscriminatory and ensure that equity is promoted.

(cf. 0400 - Comprehensive Plans)
(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall regularly review resources available from health experts to ensure that district programs and operations are based on the most up-to-date information.

The district's comprehensive health education program shall provide age-appropriate information about the nature and symptoms of communicable diseases, their transmission, and how to help prevent the spread of contagious diseases.

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)

If the local health officer notifies the district of an outbreak of a communicable disease, or the imminent and proximate threat of a communicable disease outbreak or epidemic that threatens the public's health, the district shall take any action that the health officer deems necessary to control the spread of the disease. The district shall comply with all applicable state and federal privacy laws in regard to any such information received from the local health officer. (Health and Safety Code 120175.5)

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

INFECTIOUS DISEASES (continued)

The Superintendent or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

(cf. 5141 - Health Care and Emergencies)
(cf. 6145.2 - Athletic Competition)

Students with Infectious Diseases

The Superintendent or designee shall exclude students from on-campus instruction only in accordance with law, Board policy, and administrative regulation. Because bloodborne pathogens such as hepatitis B virus, hepatitis C virus, and human immunodeficiency virus (HIV) are not casually transmitted, the presence of infectious conditions of this type is not, by itself, sufficient reason to exclude students from attending school.

(cf. 5112.2 - Exclusions from Attendance)
(cf. 6164.6 - Identification and Education Under Section 504)

Parents/guardians are encouraged to inform the Superintendent or designee if their child has an infectious disease so that school staff may work cooperatively with the student's parents/guardians to minimize exposure to other diseases in the school setting. If necessary, the Superintendent or designee shall inform the local health official of any potential outbreak. The Superintendent or designee shall ensure that student confidentiality and privacy rights are strictly observed in accordance with law.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 5125 - Student Records)

Legal Reference:

EDUCATION CODE
48210-48216 Persons excluded
49060-49069.7 Student records
49073-49079 Privacy of pupil records
49403 Cooperation in control of communicable disease and immunization of pupils
49405 Smallpox control
49406 Examination for tuberculosis (employees)
49408 Student emergency information
49602 Counseling and confidentiality of student information
51202 Instruction in personal and public health and safety
CIVIL CODE
56-56.37 Confidentiality of Medical Information Act
1798-1798.78 Information Practices Act

Legal Reference continued: (see next page)

INFECTIOUS DISEASES (continued)

Legal Reference: (continued)
HEALTH AND SAFETY CODE
120175.5 Local health officers and communicable diseases
120230 Exclusion for communicable disease
120325-120380 Immunization against communicable diseases
120875-120895 AIDS information
120975-121023 Mandated blood testing and confidentiality to protect public health
121475-121520 Tuberculosis tests for students
CALIFORNIA CONSTITUTION
Article 1, Section 1 Right to Privacy
CODE OF REGULATIONS, TITLE 8
5193 Bloodborne pathogens
CODE OF REGULATIONS, TITLE 17
2500-2511 Communicable disease reporting requirements
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
CODE OF FEDERAL REGULATIONS, TITLE 45
164.500-164.534 Privacy of individually identifiable health information
COURT DECISIONS
Thomas v. Atascadero Unified School District, (1986) 662 F.Supp. 376

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Science Safety Handbook for California Public Schools, 2014
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
School District (K-12) Pandemic Influenza Planning Checklist
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Department of Public Health: http://www.cdph.ca.gov
Centers for Disease Control and Prevention: http://www.cdc.gov

INFECTIOUS DISEASES

Prevention and Mitigation Plan

The Superintendent or designee shall work with state and local health officials to develop and regularly update a plan to prevent and mitigate the spread of infectious diseases. Components of the plan may include, but are not necessarily limited to:

1. A communication strategy for informing students, parents/guardians, staff, and the community about the disease(s), including symptoms, complications, transmission, and current recommendations from state and local departments of public health

2. Protocols for assessing when campus closures are necessary and when campus(es) may reopen

3. Alternative means of instruction, schedules, and attendance, including the provision of instruction to students with disabilities, English learners, and foster or homeless youth, in the event of campus closures or partial closures

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 6111 - School Calendar)
(cf. 6112 - School Day)
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
(cf. 6159 - Individualized Education Program)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Youth)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)

4. Guidelines regarding preventative measures such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law

5. Protocols regarding the acquisition and provision of personal protective equipment and other supplies

6. Procedures for the cancellation or alteration of extracurricular activities and field trips

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)

7. Protocols for transportation of students using district vehicles

(cf. 3540 - Transportation)
(cf. 3543 - Transportation Safety and Emergencies)

INFECTIOUS DISEASES (continued)

8. Information on effective hygiene practices

9. Provisions for continuing free and reduced-price meal services

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)

10. Processes for protecting students who are at higher risk from the disease

11. Programs that enhance a positive school climate and foster the emotional well-being of all students

(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 6164.2 - Guidance/Counseling Services)

12. Guidelines for cleaning and sanitization of district facilities and equipment

(cf. 3510 - Green School Operations)
(cf. 3514.1 - Hazardous Substances)

13. Protocols for visitors and outside groups that utilize district facilities

14. Staff training

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.

2. Students shall wear gloves or other personal protective equipment as appropriate.

INFECTIOUS DISEASES (continued)

(cf. 5142 - Safety)

3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.

    a. For finger punctures, students shall use individual sterile lancets that have engineered sharps injury protection and shall not reuse them.

    b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.

    c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.

4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.

5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.93 - Science Instruction)

NONDISCRIMINATION/HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent of Instructional Services
(title or position)
1900 W. Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4451
(telephone number)
johnparamo@burbankusd.org
(email)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

NONDISCRIMINATION/HARASSMENT (continued)

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them in prominent locations and providing easy access to them through district-supported communications

2. Post the district's policies and procedures prohibiting discrimination, harassment, student sexual harassment, intimidation, bullying, and cyberbullying, including a section on social media bullying that includes all of the references described in Education Code 234.6 as possible forums for social media, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)
(cf. 5145.9 - Hate-Motivated Behavior)

3. Post the definition of sex discrimination and harassment as described in Education Code 230, including the rights set forth in Education Code 221.8, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students (Education Code 234.6)

4. Post in a prominent location on the district web site in a manner that is easily accessible to parents/guardians and students information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.6, 221.61, 234.6)

    a. The name and contact information of the district's Title IX Coordinator, including the phone number and email address

    b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

    c. A description of how to file a complaint of noncompliance under Title IX, which shall include:

NONDISCRIMINATION/HARASSMENT (continued)

(1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations

(2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site

(3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

d. A link to the Title IX information included on the California Department of Education's (CDE) web site

5. Post a link to statewide CDE-compiled resources, including community-based organizations, that provide support to youth who have been subjected to school-based discrimination, harassment, intimidation, or bullying and to their families. Such resources shall be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. (Education Code 234.5, 234.6)

6. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior.

7. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

8. Ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

NONDISCRIMINATION/HARASSMENT (continued)

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

9. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and/or information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

10. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

(*cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

11. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

NONDISCRIMINATION/HARASSMENT (continued)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that the student knew was not true

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Students who feel that they have been subjected to unlawful discrimination described above or in district policy are strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, students who observe any such incident are strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

NONDISCRIMINATION/HARASSMENT (continued)

When a report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, the principal or compliance officer shall notify the student or parent/guardian of the right to file a formal complaint in accordance with AR 1312.3 - Uniform Complaint Procedures or, for complaints of sexual harassment that meet the federal Title IX definition, AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Once notified verbally or in writing, the compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender assigned at birth.

The district prohibits acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating

NONDISCRIMINATION/HARASSMENT (continued)

an intimidating, hostile, or offensive educational environment, regardless of whether the acts are sexual in nature. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with the student's gender identity

2. Disciplining or disparaging a student or excluding the student from participating in activities, for behavior or appearance that is consistent with the student's gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable

3. Blocking a student's entry to the restroom that corresponds to the student's gender identity

4. Taunting a student because the student participates in an athletic activity more typically favored by a student of the other sex

5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent

6. Using gender-specific slurs

7. Physically assaulting a student motivated by hostility toward the student because of the student's gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) or Title IX sexual harassment procedures (AR 5145.71), as applicable, shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is the student's private information and the district shall only disclose the information to

NONDISCRIMINATION/HARASSMENT (continued)

others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless the employee is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to the student's status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to the student's parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

2. Determining a Student's Gender Identity: The compliance officer shall accept the student's assertion of gender identity and begin to treat the student consistent with that gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. Addressing a Student's Transition Needs: The compliance officer shall arrange a meeting with the student and, if appropriate, the student's parents/guardians to identify and develop strategies for ensuring that the student's access to educational programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site

NONDISCRIMINATION/HARASSMENT (continued)

employee(s) to whom the student may report any problem related to the student's status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting the student's educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. Accessibility to Sex-Segregated Facilities, Programs, and Activities: When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because the student is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with the student's gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with the student's gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6153 - School-Sponsored Trips)
(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. When a student presents government-issued documentation of a name and/or gender change or submits a request for a name and/or gender change through the process specified in Education Code 49070, the district shall update the student's records. (Education Code 49062.5, 49070)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 5125.3 - Challenging Student Records)

NONDISCRIMINATION/HARASSMENT (continued)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronoun(s) consistent with the student's gender identity, without the necessity of a court order or a change to the student's official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with the student's gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress and Grooming)

PARENTAL NOTIFICATIONS

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote parental understanding and involvement.

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5022 - Student and Family Privacy Rights)
(cf. 6020 - Parent Involvement)

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

PARENTAL NOTIFICATIONS (continued)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.

Legal Reference:

EDUCATION CODE
221.5 Prohibited sex discrimination
231.5 Sexual harassment policy
234.7 Student protections relating to immigration and citizenship status
262.3 Appeals for discrimination complaints; information regarding availability of civil remedies
310 Language acquisition programs
313 Reclassification of English learners, parental consultation
313.2 Long-term English learner, notification
440 English language proficiency assessment; instruction in English language development
8483 Before/after school program; enrollment priorities
17288 Building standards for university campuses
17611.5-17612 Notification of pesticide use
32221.5 Insurance for athletic team members
32255-32255.6 Right to refuse harmful or destructive use of animals
32390 Fingerprint program; contracts; funding; consent of parent/guardian
33479.3 The Eric Paredes Sudden Cardiac Arrest Prevention Act
35160.5 Extracurricular and cocurricular activities
35178.4 Notice of accreditation status
35182.5 Advertising in the classroom
35183 School dress codes; uniforms
35186 Complaints concerning deficiencies in instructional materials and facilities

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
35211 Driver training; district insurance, parent/guardian liability
35256 School Accountability Report Card
35258 School Accountability Report Card
35291 Rules for student discipline
37616 Consultation regarding year-round schedule
39831.5 School bus rider rules and information
44050 Employee codes of conduct, employee interactions with students
44808.5 Permission to leave school grounds
46010.1 Notice regarding excuse to obtain confidential medical services
46014 Regulations regarding absences for religious purposes
46600-46611 Interdistrict attendance agreements
48000 Minimum age of admission
48070.5 Promotion or retention of students
48204 Residency requirements
48205 Absence for personal reasons
48206.3 Students with temporary disabilities; individual instruction; definitions
48207-48208 Students with temporary disabilities in hospitals
48213 Prior notice of exclusion from attendance
48216 Immunization
48260.5 Notice regarding truancy
48262 Need for parent conference regarding truancy
48263 Referral to school attendance review board or probation department
48301 Interdistrict transfers
48412 Certificate of proficiency
48432.3 Voluntary enrollment in continuation education
48432.5 Involuntary transfers of students
48850-48859 Education of foster youth and homeless students
48900.1 Parental attendance required after suspension
48904 Liability of parent/guardian for willful student misconduct
48904.3 Withholding grades, diplomas, or transcripts
48906 Notification of release of student to peace officer
48911 Notification in case of suspension
48911.1 Assignment to supervised suspension classroom
48912 Closed sessions; consideration of suspension
48915.1 Expelled students; enrollment in another district
48916 Readmission procedures
48918 Rules governing expulsion procedures
48929 Transfer of student convicted of violent felony or misdemeanor
48980 Required notification at beginning of term
48980.3 Notification of pesticide use
48981 Time and means of notification
48982 Parent signature acknowledging receipt of notice
48983 Contents of notice
48984 Activities prohibited unless notice given

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
48985 Notices to parents in language other than English
48987 Child abuse information
49013 Use of uniform complaint procedures for complaints regarding student fees
49063 Notification of parental rights
49067 Student evaluation; student in danger of failing course
49068 Transfer of permanent enrollment and scholarship record
49069 Absolute right to access
49070 Challenging content of student record
49073 Release of directory information
49073.6 Student records, social media
49076 Access to student records
49077 Access to information concerning a student in compliance with court order
49403 Cooperation in control of communicable disease and immunization
49423 Administration of prescribed medication for student
49451 Physical examinations: parent's refusal to consent
49452.5 Screening for scoliosis
49452.7 Information on type 2 diabetes
49452.8 Oral health assessment
49456 Results of vision or hearing test
49471-49472 Insurance
49475 Student athletes; concussions and head injuries
49476 Student athletes; opioid fact sheet
49480 Continuing medication regimen for nonepisodic conditions
49510-49520 Duffy-Moscone Family Nutrition Education and Services Act of 1970
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account
51225.1 Exemption from district graduation requirements
51225.2 Course credits
51225.3 Graduation requirements; courses that satisfy college entrance criteria
51229 Course of study for grades 7-12
51513 Personal beliefs; privacy
51938 HIV/AIDS and sexual health instruction
52164 Language census
52164.1 Census-taking methods; determination of primary language; assessment of language skills
52164.3 Reassessment of English learners; notification of results
54444.2 Migrant education programs; parent involvement
56301 Child-find system; policies regarding written notification rights
56321 Special education: proposed assessment plan
56321.5-56321.6 Notice of parent rights pertaining to special education
56329 Written notice of right to findings; independent assessment
56341.1 Development of individualized education program; right to audio record meeting
56341.5 Individualized education program team meetings
56343.5 Individualized education program meetings
56521.1 Behavioral intervention
58501 Alternative schools; notice required prior to establishment
60615 Exemption from state assessment
60641 California Assessment of Student Performance and Progress
69432.9 Submission of grade point average to Cal Grant program

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

CIVIL CODE
1798.29 District records, breach of security
HEALTH AND SAFETY CODE
1596.857 Right to enter child care facility
1597.16 Licensed child care centers, lead testing
104420 Tobacco use prevention
104855 Availability of topical fluoride treatment
116277 Lead testing of school drinking water
120365-120375 Immunizations
120440 Sharing immunization information
124100-124105 Health screening and immunizations
PENAL CODE
626.81 Notice of permission granted to sex offender to volunteer on campus
627.5 Hearing request following denial or revocation of registration
CODE OF REGULATIONS, TITLE 5
852 Exemptions from state assessments
863 Reports of state assessment results
3052 Behavioral intervention
4622 Notification of uniform complaint procedures
4631 Uniform complaint procedures; notification of decision and right to appeal
4917 Notification of sexual harassment policy
11303 Reclassification of English learners
11511.5 English language proficiency assessment; test results
11523 Notice of proficiency examinations
18066 Child care policies regarding excused and unexcused absences
18094-18095 Notice of Action; child care services
18114 Notice of delinquent fees; child care services
18118-18119 Notice of Action; child care services
CODE OF REGULATIONS, TITLE 17
2951 Hearing tests
6040 Time period to obtain needed immunizations
UNITED STATES CODE, TITLE 20
1232g Family Educational and Privacy Rights Act
1232h Privacy rights
1415 Procedural safeguards
6311 State plan
6312 Local educational agency plans
6318 Parent and family engagement
7704 Impact Aid; policies and procedures related to children residing on Indian lands
7908 Armed forces recruiter access to students
UNITED STATES CODE, TITLE 42
1758 Child nutrition programs
11431-11435 McKinney-Vento Homeless Assistance Act
CODE OF FEDERAL REGULATIONS, TITLE 7
245.5 Eligibility criteria for free and reduced-price meals
245.6a Verification of eligibility for free and reduced-price meals

Legal Reference continued: (see next page)

PARENTAL NOTIFICATIONS (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34
99.7 Student records, annual notification
99.30 Disclosure of personally identifiable information
99.34 Student records, disclosure to other educational agencies
99.37 Disclosure of directory information
104.32 District responsibility to provide free appropriate public education
104.36 Procedural safeguards
104.8 Nondiscrimination
106.8 Notification of contact information for Title IX coordinator
106.9 Dissemination of policy, nondiscrimination on basis of sex
200.48 Teacher qualifications
222.94 Impact Aid; district responsibilities
300.300 Parent consent for special education evaluation
300.322 Parent participation in IEP team meetings
300.502 Independent educational evaluation of student with disability
300.503 Prior written notice regarding identification, evaluation, or placement of student with disability
300.504 Procedural safeguards notice for students with disabilities
300.508 Due process complaint
300.530 Discipline procedures
CODE OF FEDERAL REGULATIONS, TITLE 40
763.84 Asbestos inspections, response actions and post-response actions
763.93 Asbestos management plans

Management Resources:

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS
Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005
WEB SITES
U.S. Department of Agriculture, Food and Nutrition Service: http://www.fns.usda.gov

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2020 (SB 74, Ch. 6, Statutes of 2020) extends the suspension of these requirements through the 2020-21 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

Note: The following exhibit lists notices which the law explicitly requires be provided to parents/guardians. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements. For example, see AR 1312.3 - Uniform Complaint Procedures for the contents of the annual notice regarding uniform complaint procedures as mandated by 5 CCR 4622.

The exhibit does not include other notices that are recommended throughout CSBA's sample policy manual but are not required by law. The district may revise the exhibit to reflect additional notifications provided by the district.

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually			
Beginning of each school year	Education Code 222.5	BP 5146	Rights and options for pregnant and parenting students
Beginning of each school year	Education Code 234.7	BP 0410	Right to a free public education regardless of immigration status or religious beliefs
Beginning of each school year	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
Beginning of each school year	Education Code 17611.5, 17612, 48980.3	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information, and, if district has no web site and uses certain pesticides, integrated pest management plan
By February 1	Education Code 35256, 35258	BP 0510	School Accountability Report Card provided
Beginning of each school year	Education Code 35291, 48980	AR 5144 AR 5144.1	District and site discipline rules

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917; 34 CFR 106.8	AR 5145.7	Copy of sexual harassment policy as related to students; contact information for Title IX coordinator
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 48980, 48206.3, 48207, 48208	AR 6183	Availability of home/hospital instruction for students with temporary disabilities
Beginning of each school year	Education Code 48980, 49403	BP 5141.31	School immunization program
Beginning of each school year	Education Code 48980, 49423, 49480	AR 5141.21	Administration of prescribed medication
Beginning of each school year	Education Code 48980, 49451; 20 USC 1232h	AR 5141.3	Right to refuse consent to physical examination
Beginning of each school year	Education Code 48980, 49471, 49472	BP 5143	Availability of insurance
Beginning of each school year	Education Code 49013; 5 CCR 4622	AR 1312.3	Uniform complaint procedures, available appeals, civil law remedies
Beginning of each school year	Education Code 49063	AR 5125 AR 5125.3	Challenge, review, and expunging of records
Beginning of each school year	Education Code 49063, 49069; 20 USC 1232g; 34 CFR 99.7	AR 5125	Student records: inspect and review, access, types, location, persons responsible, location of log, access criteria, cost of copies, amendment requests, criteria to determine legitimate educational interest, course prospectus availability
Beginning of each school year	Education Code 49063, 49073; 20 USC 1232g; 34 CFR 99.37	AR 5125.1	Release of directory information
Beginning of each school year and at least one more time during school year using specified methods	Education Code 49428	None	How to access mental health services at school and/or in community

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 49520, 48980; 42 USC 1758; 7 CFR 245.5	AR 3553	Eligibility and application process for free and reduced-price meals
Beginning of each school year	Education Code 51513; 20 USC 1232h	AR 5022 BP 6162.8	Notice of privacy policy and dates of activities re: survey, health examination, or collection of personal information for marketing; process to opt out of such activities; inspection rights and procedures
Beginning of each school year	Education Code 56301	BP 6164.4	Parental rights re: special education identification, referral, assessment, instructional planning, implementation and review, and procedures for initiating a referral for assessment
Beginning of each school year	Education Code 58501, 48980	AR 6181	Alternative schools
Beginning of each school year	Health and Safety Code 104855	AR 5141.6	Availability of dental fluoride treatment; opportunity to accept or deny treatment
Annually	5 CCR 852; Education Code 60615	AR 6162.51	Student's participation in state assessments; option to request exemption from testing
Beginning of each school year, if district receives Title I funds	20 USC 6312; 34 CFR 200.48	BP 4112.2 AR 4222	Right to request information re: professional qualifications of child's teacher and paraprofessional
Beginning of each school year	34 CFR 104.8, 106.9	BP 0410 BP 6178	Nondiscrimination
Beginning of each school year to parent, teacher, and employee organizations or, in their absence, individuals	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments
II. At Specific Times During the Student's Academic Career			
Beginning in grade 7, at least once prior to course selection and career counseling	Education Code 221.5, 48980	BP 6164.2	Course selection and career counseling
Upon a student's enrollment	Education Code 310	BP 6142.2 AR 6174	Information on the district's language acquisition programs
When child first enrolls in a public school, if school offers a fingerprinting program	Education Code 32390, 48980	AR 5142.1	Fingerprinting program
When participating in driver training courses under the jurisdiction of the district	Education Code 35211	None	Civil liability, insurance coverage
Upon registration in K-6, if students have not previously been transported	Education Code 39831.5	AR 3543	School bus safety rules and information, list of stops, rules of conduct, red light crossing instructions, bus danger zones, walking to and from stops
Beginning of each school year for high school students, if high school is open campus	Education Code 44808.5, 48980	BP 5112.5	Open campus
Beginning of each school year in grades 9-12, if district allows career technical education (CTE) course to satisfy graduation requirement	Education Code 48980, 51225.3	AR 6146.1	How each graduation requirement does or does not satisfy college entrance a-g course criteria; district CTE courses that satisfy a-g criteria
Upon a student's enrollment	Education Code 49063	AR 5125 AR 5125.3	Specified rights related to student records
When students enter grade 7	Education Code 49452.7	AR 5141.3	Specified information on type 2 diabetes

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
When in kindergarten, or first grade if not previously enrolled in public school	Education Code 49452.8	AR 5141.32	Requirement for oral health assessment, explanation of law, importance of oral health, agency contact, privacy rights
Beginning of each school year for students in grades 9-12	Education Code 51229, 48980	AR 6143	College admission requirements, UC and CSU web sites that list certified courses, description of CTE, CDE Internet address, how students may meet with counselors
Beginning of each school year for students in grades 7-12, or at time of enrollment if after beginning of year	Education Code 51938, 48980	AR 6142.1	Sexual health and HIV prevention education, right to view A/V materials, whether taught by district staff or outside consultants, right to request specific Education Code sections, right to excuse
Within 20 working days of receiving results of standardized achievement tests or, if results not available in school year, within 20 working days of start of next school year	Education Code 60641; 5 CCR 863	AR 6162.51	Results of tests; test purpose, individual score and intended use
By October 15 for students in grade 12	Education Code 69432.9	AR 5121 AR 5125	Forwarding of student's grade point average to Cal Grant program; timeline to opt out
When child is enrolled or reenrolled in a licensed child care center or preschool	Health and Safety Code 1596.7996	AR 5148	Information on risks and effects of lead exposure, blood lead testing
When child is enrolled in kindergarten	Health and Safety Code 124100, 124105	AR 5141.32	Health screening examination
To students in grades 11-12, early enough to enable registration for fall test	5 CCR 11523	AR 6146.2	Notice of proficiency examination provided under Education Code 48412

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. At Specific Times During the Student's Academic Career (continued)			
To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release student's name, address, and phone number to military recruiters without prior written consent
III. When Special Circumstances Occur			
In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options
Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension
When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection
When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Annually to parents/guardians of student athletes	Education Code 49476	AR 6145.2	Opioid fact sheet

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school
Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When a licensed child care center has a building constructed before January 1, 2010 and has drinking water tested for lead	Health and Safety Code 1597.16	AR 5148	The requirement to test the facility, and the results of the test
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement
When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies regarding excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program
For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When district receives Impact Aid funds for students residing on Indian lands, to parents/ guardians of Indian children	20 USC 7704; 34 CFR 222.94	AR 3231	Relevant applications, evaluations, program plans, information about district's general educational program; opportunity to submit comments
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When student complains of sexual harassment	34 CFR 106.44, 106.45	AR 5145.7	Right to file formal complaint, availability of supportive measures, notice of process, reason for dismissal of complaint if applicable

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. When Special Circumstances Occur (continued)			
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request
Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom used for license-exempt California State Preschool Program	Education Code 8235.5	AR 1312.3 E 1312.3	Health and safety requirements for preschool programs; where to get complaint form
In each classroom in each school	Education Code 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures

SEXUAL HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, portions of the following administrative regulation will not take effect.

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint is addressed through Title IX complaint procedures or uniform complaint procedures, as applicable, and shall offer supportive measures to the complainant.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

SEXUAL HARASSMENT (continued)

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

SEXUAL HARASSMENT (continued)

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

In accordance with law, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference: (see next page)

SEXUAL HARASSMENT (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language
CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Q&A on Campus Sexual Misconduct, September 2017

Management Resources continued: (see next page)

SEXUAL HARASSMENT (continued)

Management Resources: (continued)

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS (continued)
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

SEXUAL HARASSMENT

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. However, in June 2020, two motions for a preliminary injunction were filed seeking to postpone the effective date of the regulations and prohibit their enforcement. If the court issues an injunction, portions of this administrative regulation reflecting the Title IX regulations will not be in effect. CSBA will notify districts when the court issues its decision.

Districts are also cautioned that the federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions arise.

Title IX Coordinator

The district designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 1312.3 - Uniform Complaint Procedures. The Title IX Coordinator(s) may be contacted at:

Assistant Superintendent of Educational Services
(title or position)
1900 W. Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4451
(telephone number)
johnparamo@burbankusd.org
(email)

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The district shall notify students, parents/guardians, employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the district's Title IX Coordinator. (34 CFR 106.8)

Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.

SEXUAL HARASSMENT (continued)

2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.

3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.

4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions

2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions

3. Graphic verbal comments about an individual's body or overly personal conversation

4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature

5. Spreading sexual rumors

6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class

7. Massaging, grabbing, fondling, stroking, or brushing the body

8. Touching an individual's body or clothes in a sexual way

9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex

10. Displaying sexually suggestive objects

11. Sexual assault, sexual battery, or sexual coercion

SEXUAL HARASSMENT (continued)

12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant or victim of the conduct.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)

3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school. (Education Code 231.6)

4. Be posted in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students. This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator. (Education Code 234.6; 34 CFR 106.8)

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)

SEXUAL HARASSMENT (continued)

6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)

7. Be included in any handbook provided to students, parents/guardians, employees, or employee organizations (34 CFR 106.8)

Reporting Complaints

A student or parent/guardian who believes that the student has been subjected to sexual harassment by another student, an employee, or a third party or who has witnessed sexual harassment is strongly encouraged to report the incident to a teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Within one school day of receiving such a report, the principal or other school employee shall forward the report to the district's Title IX Coordinator. Any school employee who observes an incident of sexual harassment involving a student shall, within one school day, report the observation to the principal or Title IX Coordinator, regardless of whether the alleged victim files a formal complaint.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

When a report or complaint of sexual harassment involves off-campus conduct, the Title IX Coordinator shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX Coordinator determines that a hostile environment may be created, the complaint shall be investigated and resolved in the same manner as if the prohibited conduct occurred at school.

When a verbal or informal report of sexual harassment is submitted, the Title IX Coordinator shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with applicable district complaint procedures.

Complaint Procedures

All complaints of sexual harassment by and against students shall be investigated and resolved in accordance with law and district procedures. The Title IX Coordinator shall review the allegations to determine the applicable procedure for responding to the complaint. All complaints that meet the definition of sexual harassment under Title IX shall be investigated and resolved in accordance with AR 5145.71 - Title IX Sexual Harassment Complaint Procedures. Other sexual harassment complaints shall be investigated and resolved pursuant to AR 1312.3 - Uniform Complaint Procedures.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

Cautionary Notice: The following administrative regulation reflects federal Title IX regulations added by 85 Fed. Reg. 30026, effective August 14, 2020, which establish a process for investigating and resolving allegations of conduct that meets the federal definition of sexual harassment. The federal regulations preempt any conflicting state law or regulations, but the interaction between federal and state law is not always clear. Districts should consult legal counsel if questions about a potential conflict arise. Districts should also note that 18 states, including California, have sued the U.S. Department of Education to stop the implementation of these regulations. A preliminary injunction seeking to postpone the effective date of the regulations and prohibit their enforcement is currently pending. If the court grants the injunction, the following administrative regulation will not take effect.

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment: (34 CFR 106.30)

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity

3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator using the contact information listed in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44)

Emergency Removal from School

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Dismissal of Complaint

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.45)

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45)

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures as applicable.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.

2. Obtains the parties' voluntary, written consent to the informal resolution process

3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

   If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process

4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence

5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

The above notice shall also include the name of the investigator, facilitator of an informal process, and decision-maker and shall provide either party with no less than three calendar days to raise concerns of conflict of interest or bias regarding any of these persons.

During the investigation process, the district shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence

3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney

4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate

6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report

7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness

8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

9. After sending the investigative report to the parties and before reaching a determination regarding responsibility, afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

   Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 45 calendar days of the receipt of the complaint.

The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the district shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30

2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process

3. Findings of fact supporting the determination

4. Conclusions regarding the application of the district's code of conduct to the facts

5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties

2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator

3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

4. Issue a written decision describing the result of the appeal and the rationale for the result

5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law

2. Parent/guardian conference

3. Education of the student regarding the impact of the conduct on others

4. Positive behavior support

5. Referral of the student to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Cocurricular Activities)

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48985 Notices, report, statements and records in primary language
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51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
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UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
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UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
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Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
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Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources: (see next page)

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES (continued)

Management Resources:

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Dear Colleague Letter: Title IX Coordinators, April 2015

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Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: http://www.csba.org

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U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

PHYSICAL EDUCATION AND ACTIVITY

The Governing Board recognizes the positive benefits of physical activity on student health, well-being, and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall support the district's coordinated student wellness program and encourage students' lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

Physical education classes shall be conducted in the coeducational, inclusive manner prescribed by law. The district shall provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades 1-12 regardless of gender, gender expression, sexual orientation, and mental or physical disability. (Education Code 220, 221.5, 33352; 5 CCR 4900, 4930, 4931, 4940, 4960; 34 CFR 106.33, 106.34, 300.108)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

The district's physical education program shall engage students in age-appropriate moderate to vigorous physical activity, as defined in the accompanying administrative regulation, including aerobic, muscle-strengthening, and bone-strengthening activities. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

For grades 9-12, the overall course of study shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives. (Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Superintendent or designee shall develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.

(cf. 1330.1 - Joint Use Agreements)
(cf. 5142.2 - Safe Routes to School Program)
(cf. 5148 - Child Care and Development Program)
(cf. 5148.2 - Before/After School Programs)
(cf. 6145 - Extracurricular and Cocurricular Activities)

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)
(cf. 5141.23 - Asthma Management)
(cf. 6145.2 - Athletic Competition)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, paraprofessionals, and/or volunteers.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
(cf. 4113 - Assignment)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (FITNESSGRAM) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a student a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet the student's needs cannot be provided.

2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the FITNESSGRAM in grade 9. (Education Code 51241)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the FITNESSGRAM to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352, 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 - School Day)

Permanent Exemptions

The Superintendent or designee may grant a student a permanent exemption from physical education under any of the following conditions: (Education Code 51241)

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. However, such a student shall not be permitted to attend fewer total hours of courses and classes than the student would have attended if enrolled in a physical education course.

2. The student is enrolled as a postgraduate student.

3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

Students who have been granted a permanent exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 33352)

Other Exemptions

The Superintendent or designee may grant a student an exemption from physical education under the following special circumstances:

1. When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)

2. When the student is in any of grades 10-12, attends a regional occupational center or program, and, because of the travel time involved, would experience hardship to attend physical education courses. Any such student shall have a minimum school day of 180 minutes. (Education Code 52316)

(cf. 6178.2 - Regional Occupational Center/Program)

3. When the student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

Program Evaluation

The Superintendent or designee shall annually report to the Board each school's FITNESSGRAM results for each applicable grade level. The Superintendent or designee shall also report to the Board regarding the number of instructional minutes offered in

PHYSICAL EDUCATION AND ACTIVITY (continued)

physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity and student well-being.

(cf. 0500 - Accountability)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

PHYSICAL EDUCATION AND ACTIVITY (continued)

Legal Reference:

EDUCATION CODE
220 Prohibition of discrimination
221.5 Sex equity in education
33126 School accountability report card
33350-33354 CDE responsibilities re: physical education
35256 School accountability report card
44250-44277 Credential types
49066 Grades; physical education class
51210 Course of study, grades 1-6
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51241 Temporary, two-year or permanent exemption from physical education
51242 Exemption from physical education for athletic program participants
52316 Excuse from attending physical education classes; regional occupational center/program
60800 Physical performance test
CODE OF REGULATIONS, TITLE 5
1040-1044 Physical performance test
1047-1048 Testing variations and accommodations
3051.5 Adapted physical education for individuals with exceptional needs
4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
10060 Criteria for high school physical education programs
80020 Additional assignment authorizations for specific credentials
80037 Designated subjects teaching credential; special teaching authorization in physical education
80046.1 Added authorization to teach adapted physical education
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
1758b Local wellness policy
CODE OF FEDERAL REGULATIONS, TITLE 34
106.33 Nondiscrimination on the basis of sex; comparable facilities
106.34 Nondiscrimination on the basis of sex; access to classes and schools
300.108 Assistance to states for the education of children with disabilities; physical education
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 230 (1970)
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PHYSICAL EDUCATION AND ACTIVITY (continued)

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Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010
Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009
Physical Education and California Schools, Policy Brief, October 2007
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Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009
Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Health Index (SHI): A Self-Assessment and Planning Guide, Elementary School, 2017
School Health Index (SHI): A Self-Assessment and Planning Guide, Middle/High School, 2017
COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS
The Administrator's Assignment Manual, 2019
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
Physical Activity Guidelines for Americans, 2nd Edition, 2018
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Project LEAN (Leaders Encouraging Activity and Nutrition): http://www.californiaprojectlean.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Healthy People 2010: http://www.healthypeople.gov
National Association for Sport and Physical Education: https://www.pgpedia.com/n/national-association-sport-and-physical-education
President's Council on Sports, Fitness and Nutrition: http://www.fitness.gov
U.S. Department of Health and Human Services: http://www.health.gov

PHYSICAL EDUCATION AND ACTIVITY

Definitions

Physical education is a sequential educational program that teaches students to understand and participate in regular physical activity that assists in developing and maintaining physical fitness throughout their lifetime, understand and improve their motor skills, enjoy using their skills and knowledge to establish a healthy lifestyle, and understand how their bodies work.

Physical activity is bodily movement that is produced by the contraction of skeletal muscle and that substantially increases energy expenditure, including exercise, sport, dance, and other movement forms.

Moderate physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, walking briskly, dancing, swimming, or bicycling on level terrain. A person should feel some exertion but should be able to carry on a conversation comfortably during the activity.

Vigorous physical activity is any activity which generally requires sustained, rhythmic movements and refers to a level of effort a healthy individual might expend while, for example, jogging, participating in high-impact aerobic dancing, swimming continuous laps, or bicycling uphill. Vigorous physical activity may be intense enough to result in a significant increase in heart and respiration rate.

Instructional Time

Instruction in physical education shall be provided for at least the following minimum period of time: (Education Code 51210, 51222, 51223)

1. For students in grades 1-6, 200 minutes each 10 school days, exclusive of recess and the lunch period

2. For students in grades 7-8 attending an elementary school, 200 minutes each 10 school days, exclusive of recess and the lunch period

3. For students in grades 7-8 attending a middle school or junior high school, 400 minutes each 10 school days

4. For students in grades 9-12, 400 minutes each 10 school days

If the instructional minute requirement cannot be met during any 10-day period due to inclement weather, a school assembly, field trip, student assessment, or other circumstance, the school shall make up those minutes on another day in order to satisfy the instructional minute requirement.

PHYSICAL EDUCATION AND ACTIVITY (continued)

The Superintendent or designee shall determine a method to document compliance with the required number of instructional minutes. Such documentation may include, but not be limited to, a master schedule, bell schedule, weekly schedule for each teacher providing physical education instruction, district calendar, teacher roster, or log for staff or students to record the number of physical education minutes completed.

Any complaint alleging noncompliance with the instructional minute requirement may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in a complaint, the district shall provide a remedy to all affected students and parents/guardians. (Education Code 51210, 51222, 51223; 5 CCR 4600-4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Monitoring Moderate to Vigorous Physical Activity

To monitor the amount of time students are engaged in moderate to vigorous physical activity, the Superintendent or designee may:

1. Develop methods to estimate the amount of time students spend in moderate to vigorous physical activity and the amount of time students are inactive during physical education classes

2. Provide physical education teachers with staff development, self-monitoring tools, stopwatches, and/or heart rate monitors to assist them in planning and assessing the level of activity in their classes

(cf. 4115 - Evaluation/Supervision)

Physical Fitness Testing

During the annual assessment window between the months of February through May, students in grades 5, 7, and 9 shall be administered the physical fitness test designated by the State Board of Education (FITNESSGRAM). (Education Code 60800; 5 CCR 1041)

(cf. 6162.5 - Student Assessment)

The Superintendent or designee may provide a make-up date for students who are unable to take the test based on absence or temporary physical restriction or limitations, such as students recovering from illness or injury. (5 CCR 1043)

PHYSICAL EDUCATION AND ACTIVITY (continued)

On or before November 1 of each school year, the Superintendent may designate an employee to serve as the district's physical fitness test coordinator and so notify the test contractor. The test coordinator shall serve as the liaison between the district and CDE for all matters related to the physical fitness test. The duties shall be those specified in 5 CCR 1043.4, including, but not limited to: (5 CCR 1043.4)

1. Responding to correspondence and inquiries from the contractor in a timely manner and as provided in the contractor's instructions

2. Determining district and school site test and test material needs

3. Overseeing the administration of the physical fitness test to students

4. Overseeing the collection and return of all test data to the contractor

5. Ensuring that all test data are received from school test sites in sufficient time to satisfy the reporting requirements

6. Ensuring that all test data are sent to the test contractor by June 30 of each year

Students shall be provided with their individual results after completing the FITNESSGRAM. The test results may be provided in writing or orally as the student completes the testing, and shall be included in the student's cumulative record. (Education Code 60800; 5 CCR 1043.10, 1044)

(cf. 5125 - Student Records)

Each student's test results shall also be provided to the student's parents/guardians.

The Superintendent or designee shall report the aggregate results of the FITNESSGRAM in the annual school accountability report card required by Education Code 33126 and 35256. (Education Code 60800)

(cf. 0510 - School Accountability Report Card)

Testing Variations

All students may be administered the FITNESSGRAM with the following test variations: (5 CCR 1047)

1. Extra time within a testing day

2. Test directions that are simplified or clarified

PHYSICAL EDUCATION AND ACTIVITY (continued)

All students may have the following test variations if they are regularly used in the classroom: (5 CCR 1047)

1. Audio amplification equipment

2. Separate testing for individual students provided that the student(s) are directly supervised by the test examiner

3. Manually Coded English or American Sign Language to present directions for test administration

Students with a physical disability and students who are physically unable to take all of the test shall undergo as much of the test as their physical condition will permit. (Education Code 60800; 5 CCR 1047)

Students with disabilities may be provided the following accommodations if specified in their individualized education program (IEP) or Section 504 plan: (5 CCR 1047)

1. Administration of the test at the most beneficial time of day to the student after consultation with the test contractor

2. Administration of the test by a test examiner to the student at home or in the hospital

3. Any other accommodation specified in the student's IEP or Section 504 plan for the physical fitness test

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Identified English learners may be allowed the following additional test variations if regularly used in the classroom: (5 CCR 1048)

1. Separate testing with other English learners, provided that the student(s) are directly supervised by the test examiner

2. Test directions translated into their primary language, and the opportunity to ask clarifying questions about the test directions in their primary language

Additional Opportunities for Physical Activity

The Superintendent or designee shall implement strategies for increasing opportunities for physical activity outside the physical education program, which may include, but not be limited to:

PHYSICAL EDUCATION AND ACTIVITY (continued)

1. Training recess, lunch, and before- and after-school supervisors on methods to engage students in moderate to vigorous physical activity

(cf. 1240 - Volunteer Assistance)
(cf. 4231 - Staff Development)
(cf. 5030 - Student Wellness)

2. Encouraging teachers to incorporate physical activity into the classroom

3. Establishing extracurricular activities that promote physical activity, such as school clubs, intramural athletic programs, dance performances, community service, special events, and competitions

(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

4. Incorporating opportunities for physical activity into before- or after-school programs and/or child care and development programs

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)

5. Exploring opportunities for joint use of facilities or grounds in order to provide adequate space for students and community members to engage in recreational activities

(cf. 1330.1 - Joint Use Agreements)

6. Developing business partnerships to maximize resources for physical activity equipment and programs

(cf. 1700 - Relations Between Private Industry and the Schools)

7. Developing programs to encourage and facilitate walking, bicycling, or other active transport to and from school

(cf. 5142.2 - Safe Routes to School Program)

INDIVIDUALIZED EDUCATION PROGRAM

The Governing Board 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.

(cf. 0430 - Comprehensive Local Plan for Special Education)
(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 4112.23 - Special Education Staff)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

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: (see next page)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Legal Reference:

EDUCATION CODE
46392 Emergencies
51225.3 Requirements for high school graduation and diploma
56040.3 Assistive technology
56055 Rights of foster parents pertaining to foster child's education
56136 Guidelines for low incidence disabilities areas
56195.8 Adoption of policies
56321 Development or revision of IEP
56321.5 Notice to include right to electronically record
56340.1-56347 Instructional planning and individualized education program
56350-56354 IEP for visually impaired students
56380 IEP reviews; notice of right to request
56390-56392 Certificate of completion, special education
56500-56509 Procedural safeguards
60640-60649 California Assessment of Student Performance and Progress
FAMILY CODE
6500-6502 Age of majority
GOVERNMENT CODE
7572.5 Seriously emotionally disturbed child, expanded IEP team
WELFARE AND INSTITUTIONS CODE
300 Children subject to jurisdiction
601 Minors habitually disobedient
602 Minors violating law defined as crime
CODE OF REGULATIONS, TITLE 5
853-853.5 State assessments, accommodations
3021-3029 Identification, referral and assessment
3040-3043 Instructional planning and the individualized education program
3051-3053 Implementation of the individualized education program
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act
CODE OF FEDERAL REGULATIONS, TITLE 34
300.1-300.818 Individuals with Disabilities Education Act
COURT DECISIONS
Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 627 F.3d 773
Schaffer v. Weast (2005) 125 S. Ct. 528
Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072
Sacramento City School District v. Rachel H. (9th Cir. 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)

Management Resources: (see next page)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)

California Practitioners' Guide for Educating English Learners with Disabilities, July 2019

WEB SITES

California Department of Education: http://www.cde.ca.gov

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

INDIVIDUALIZED EDUCATION PROGRAM

At the beginning of each school year, the district shall have an individualized education program (IEP) in effect for each student with a disability within district jurisdiction. The IEP shall be a written statement that is developed, reviewed, and revised by the IEP team to meet the unique educational needs of a student with a disability. (Education Code 56344, 56345; 34 CFR 300.320, 300.323)

Members of the IEP Team

Unless excused by written agreement in accordance with Education Code 56341, the IEP team for any student with a disability shall include the following members: (Education Code 56341, 56341.5; 20 USC 1414; 34 CFR 300.321)

1. One or both of the student's parents/guardians and/or a representative selected by them

   To the extent permitted by federal law, a foster parent shall have the same rights relative to a foster child's IEP as a parent/guardian. (Education Code 56055)

2. If the student is or may be participating in the general education program, at least one of the student's general education teachers designated by the Superintendent or designee to represent the student's general education teachers

   The general education teacher shall, to the extent appropriate, participate in the development, review, and revision of the student's IEP, including assisting in the determination of appropriate positive behavioral interventions, supports, and other strategies for the student, and supplementary aids and services, program modifications, and supports for school personnel that will be provided for the student, consistent with 34 CFR 300.320. (Education Code 56341; 20 USC 1414; 34 CFR 300.324)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

3. At least one of the student's special education teachers or, where appropriate, special education providers

4. A representative of the district who is:

   a. Qualified to provide or supervise the provision of specially designed instruction to meet the unique needs of students with disabilities

   b. Knowledgeable about the general education curriculum

   c. Knowledgeable about the availability of district resources

INDIVIDUALIZED EDUCATION PROGRAM (continued)

(cf. 0430 - Comprehensive Local Plan for Special Education)

5. An individual who can interpret the instructional implications of assessment results

   This individual may already be a member of the team as described in items #2-4 above or in item #6 below.

6. At the discretion of the parent/guardian or the Superintendent or designee, other individuals who have knowledge or special expertise regarding the student, including related services personnel, as appropriate

   The determination of whether the individual has knowledge or special expertise regarding the student shall be made by the party who invites the individual to be a member of the IEP team.

7. Whenever appropriate, the student with a disability

   In the development, review, or revision of the IEP, the student shall be allowed to provide confidential input to any representative of the IEP team. (Education Code 56341.5)

8. When the student is suspected of having a specific learning disability, at least one individual who is qualified to conduct individual diagnostic examinations of the student such as a school psychologist, speech language pathologist, or remedial reading teacher

   In accordance with 34 CFR 300.310, at least one team member other than the student's general education teacher shall observe the student's academic performance and behavior in the areas of difficulty in the student's learning environment, including in the regular classroom setting. If the child is younger than five years or not enrolled in school, a team member shall observe the child in an environment appropriate for a child of that age.

In the following circumstances, the Superintendent or designee shall invite other specified individuals to an IEP team meeting:

1. When the student has been placed in a group home by the juvenile court, a representative of the group home shall be invited to attend IEP team meetings. (Education Code 56341.2)

2. Whenever the IEP team is meeting to consider the student's postsecondary goals and the transition services needed to assist the student in reaching the goals, the following individuals shall be invited to attend: (34 CFR 300.321)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

a. The student, regardless of the student's age

If the student does not attend the IEP team meeting, the Superintendent or designee shall take other steps to ensure that the student's preferences and interests are considered.

b. To the extent appropriate, and with the consent of the parent/guardian or adult student, a representative of any other agency that is likely to be responsible for providing or paying for the transition services

3. If the student was previously served under the Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004), and upon request of the student's parent/guardian, the Superintendent or designee shall invite the Infant and Toddlers with Disabilities Coordinator or other representative of the early education or early intervention system to the initial IEP team meeting to assist with the smooth transition of services. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

A member of the IEP team shall not be required to attend an IEP team meeting, in whole or in part, if the parent/guardian and the district agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. Even if the meeting involves a discussion of the IEP team member's area of the curriculum or related service, the member may be excused from the meeting if the parent/guardian, in writing, and the district consent to the excusal after conferring with the member and the member submits to the parent/guardian and team written input into the development of the IEP prior to the meeting. (Education Code 56341; 20 USC 1414; 34 CFR 300.321)

Contents of the IEP

The IEP shall include, but not be limited to, all of the following: (Education Code 56345, 56345.1; 20 USC 1414; 34 CFR 300.320)

1. A statement of the present levels of the student's academic achievement and functional performance, including:

a. The manner in which the disability affects the student's involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled students)

b. For a preschool student, as appropriate, the manner in which the disability affects the student's participation in appropriate activities

INDIVIDUALIZED EDUCATION PROGRAM (continued)

c. For a student with a disability who takes alternate assessments aligned to alternate achievement standards, a description of benchmarks or short-term objectives

2. A statement of measurable annual goals, including academic and functional goals, designed to:

a. Meet the student's needs that result from the disability in order to enable the student to be involved in and make progress in the general education curriculum

b. Meet each of the student's other educational needs that result from the disability

3. A description of the manner in which the student's progress toward meeting the annual goals described in item #2 above will be measured and when the district will provide periodic reports on the progress the student is making toward meeting the annual goals, such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards

4. A statement of the special education instruction and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to:

a. Advance appropriately toward attaining the annual goals

b. Be involved and make progress in the general education curriculum in accordance with item #1 above and to participate in extracurricular and other nonacademic activities

c. Be educated and participate with other students with disabilities and nondisabled students in the activities described in the IEP

(cf. 3541.2 - Transportation for Students with Disabilities)

5. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in extracurricular and other nonacademic activities described in the IEP

INDIVIDUALIZED EDUCATION PROGRAM (continued)

6. A statement of any appropriate individual accommodations necessary to measure the academic achievement and functional performance of the student on state and districtwide assessments

   If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or districtwide assessment, the student's IEP also shall include a statement of the reason that the student cannot participate in the regular assessment and the reason that the particular alternate assessment selected is appropriate.

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)
(cf. 6162.51 - State Academic Achievement Tests)

7. The projected date for the beginning of the services and modifications described in item #4 above and the anticipated frequency, location, and duration of those services and modifications

8. Beginning not later than the first IEP to be in effect when the student is 16 years of age, or younger if determined appropriate by the IEP team, and updated annually thereafter, the following:

   a. Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and where appropriate, independent living skills

   b. The transition services, including courses of study, needed to assist the student in reaching those goals

9. A description of the means by which the IEP will be provided under emergency conditions, as described in Education Code 46392, in which instruction and/or services cannot be provided to the student either at the school or in person for more than 10 school days. The description shall take into account public health orders and shall include special education and related services, supplementary aids and services, transition services, and extended school year services.

10. Beginning at least one year before the student reaches age 18, a statement that the student has been informed of the rights, if any, that will transfer to the student upon reaching age 18, pursuant to Education Code 56041.5

11. For a student in grades 7-12, any alternative means and modes necessary for the student to complete the district's prescribed course of study and to meet or exceed proficiency standards required for graduation

INDIVIDUALIZED EDUCATION PROGRAM (continued)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

12. For a student whose native language is not English, linguistically appropriate goals, objectives, programs, and services

(cf. 6174 - Education for English Learners)

13. Extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provision of a free appropriate public education (FAPE)

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

14. If the student is to be transferred from a special class or nonpublic, nonsectarian school into a general education program in a public school for any part of the school day, provision for transition into the general education program including descriptions of activities intended to:

    a. Integrate the student into the general education program, including the nature of each activity and the time spent on the activity each day or week

    b. Support the transition of the student from the special education program into the general education program

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6178 - Career Technical Education)
(cf. 6181 - Alternative Schools/Programs of Choice)

15. For a student with low incidence disabilities, specialized services, materials, and equipment consistent with the guidelines pursuant to Education Code 56136

To assist a student who is blind, has low vision, or is visually impaired to achieve the student's maximum potential, the IEP team may consider instruction in the expanded core curriculum, including compensatory skills such as Braille, concept development, or other skills needed to access the core curriculum; orientation and mobility; social interaction skills; career technical education; assistive technology, including optical devices; independent living skills; recreation and leisure; self-determination; and sensory efficiency. When appropriate, such services may be offered before or after school. (Education Code 56353)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Development of the IEP

Within 30 days of a determination that a student needs special education and related services, the Superintendent or designee shall ensure that a meeting to develop an initial IEP is conducted. (Education Code 56043; 34 CFR 300.323)

Any IEP required as a result of an assessment of a student shall be developed within 60 days from the date of receipt of the parent/guardian's written consent for assessment, unless the parent/guardian agrees, in writing, to an extension. Days between the student's regular school sessions, terms, or vacation of more than five school days shall not be counted. In the case of school vacations, the 60-day time limit shall recommence on the date that the student's school days reconvene. (Education Code 56043, 56344)

However, when the IEP is required as a result of an assessment of a student for whom a referral has been made 30 days or less prior to the end of the preceding regular school year, the IEP shall be developed within 30 days after the commencement of the subsequent regular school year. (Education Code 56344)

In developing the IEP, the IEP team shall consider all of the following: (Education Code 56341.1, 56345; 20 USC 1414; 34 CFR 300.324)

1. The strengths of the student

2. The concerns of the parents/guardians for enhancing the education of their child

3. The results of the initial or most recent assessment of the student

4. The academic, developmental, and functional needs of the student

5. In the case of a student whose behavior impedes the student's learning or that of others, the use of positive behavioral interventions and supports and other strategies to address that behavior

6. In the case of a student with limited English proficiency, the language needs of the student as such needs relate to the student's IEP

7. In the case of a student who is blind or visually impaired, the need to provide for instruction in Braille and instruction in the use of Braille

   However, such instruction need not be included in the IEP if the IEP team determines that instruction in Braille or the use of Braille is not appropriate for the student. This

INDIVIDUALIZED EDUCATION PROGRAM (continued)

determination shall be based upon an assessment of the student's reading and writing skills, needs, and appropriate reading and writing media, including an assessment of future needs for instruction in Braille or the use of Braille.

8. The communication needs of the student and, in the case of a student who is deaf or hard of hearing, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode

   The team shall also consider the related services and program options that provide the student with an equal opportunity for communication access, as described in Education Code 56345.

9. Whether the student requires assistive technology devices and services

If, in considering the special factors in items #1-9 above, the IEP team determines that the student needs a particular device or service, including an intervention, accommodation, or other program modification, in order to receive FAPE, the team shall include a statement to that effect in the student's IEP. (Education Code 56341.1)

Provision of Special Education and Related Services

The district shall ensure that, as soon as possible following development of the IEP, special education services and related services are made available to the student in accordance with the IEP. (Education Code 56344; 34 CFR 300.323)

The Superintendent or designee shall ensure that the student's IEP is accessible to each general education teacher, special education teacher, related service provider, and any other service provider who is responsible for its implementation. The Superintendent or designee also shall ensure that such teachers and providers are informed of their specific responsibilities related to implementing the IEP and the specific accommodations, modifications, and supports that must be provided to the student in accordance with the IEP. (34 CFR 300.323)

If an orientation and mobility evaluation is determined to be needed for a student who is blind, has low vision, or is visually impaired, the evaluation shall be conducted by a person who is appropriately certified as an orientation and mobility specialist and shall occur in familiar and unfamiliar environments, in varying lighting conditions, and in the home, school, and community, as appropriate. The Superintendent or designee may require annual

INDIVIDUALIZED EDUCATION PROGRAM (continued)

written parent/guardian consent to provide orientation and mobility services when such services are provided before or after school and when they are provided away from the school site. (Education Code 56354; 5 CCR 3051.3)

If a student's IEP requires the provision of assistive technology devices or services, the district shall provide such devices or services and shall, on a case-by-case basis, provide for the use of school-purchased devices in the student's home or other settings if the IEP team determines that the student needs access to those devices in order to receive FAPE. If a student who requires the use of an assistive technology device transfers to another local educational agency, the district shall provide the student with continued access to that device or a comparable device for two months from the date the student ceased to be enrolled in the district or until alternative arrangements can be made to provide access to the device, whichever occurs first. (Education Code 56040.3; 34 CFR 300.105)

Review and Revision of the IEP

The Superintendent or designee shall ensure that the IEP team reviews the IEP periodically, but at least annually, in order to: (Education Code 56043, 56341.1, 56380; 20 USC 1414; 34 CFR 300.324)

1. Determine whether the annual goals for the student are being achieved

2. Revise the IEP, as appropriate, to address:

    a. Any lack of expected progress toward the annual goals and in the general education curriculum, where appropriate

    b. The results of any reassessment conducted pursuant to Education Code 56381

    c. Information about the student provided to or by the parents/guardians regarding review of evaluation data pursuant to 34 CFR 300.305 and Education Code 56381

    d. The student's anticipated needs

    e. Any other relevant matter

3. Consider the special factors listed in items #5-9 above under "Development of the IEP" when reviewing the IEP of any student with a disability to whom one of those factors may apply

The IEP team shall also meet at any other time upon request by the student's parent/guardian or teacher to review or revise the IEP. (Education Code 56343)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

When a parent/guardian requests an IEP team meeting to review the IEP, the team shall meet within 30 days of receiving the parent/guardian's written request, not counting days between the student's regular school sessions or terms or days of school vacation in excess of five school days. If a parent/guardian makes an oral request, the district shall notify the parent/guardian of the need for a written request and the procedure for filing such a request. (Education Code 56043, 56343.5)

A regular education or special education teacher may request a review of the classroom assignment of a student with a disability by submitting a written request to the Superintendent or designee. The Superintendent or designee shall consider the request within 20 days of receiving it, not counting days when school is not in session or, for year-round schools, days when the school is off track. If the review indicates a need for change in the student's placement, instruction, and/or related services, the Superintendent or designee shall convene an IEP team meeting, which shall be held within 30 days of the Superintendent or designee's review, not counting days when school is not in session or days when school is off track, unless the student's parent/guardian consents in writing to an extension of time.

If a participating agency other than the district fails to provide the transition services described in the student's IEP, the team shall reconvene to identify alternative strategies to meet the transition service objectives set out for the student in the IEP. (Education Code 56345.1; 20 USC 1414; 34 CFR 300.324)

If a student with a disability residing in a licensed children's institution or foster family home has been placed by the district in a nonpublic, nonsectarian school, the Superintendent or designee shall conduct an annual evaluation as part of the IEP process of whether the placement is the least restrictive environment that is appropriate to meet the student's needs. (Education Code 56157)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6173.1 - Education for Foster Youth)

To the extent possible, the Superintendent or designee shall encourage the consolidation of reassessment meetings and other IEP team meetings for a student. (20 USC 1414; 34 CFR 300.324)

When a change is necessary to a student's IEP after the annual IEP team meeting for the school year has been held, the parent/guardian and the Superintendent or designee may agree not to convene an IEP team meeting for the purpose of making the change and instead may develop a written document to amend or modify the student's current IEP. The IEP team shall be informed of any such changes. Upon request, the Superintendent or designee shall provide the parent/guardian with a revised copy of the IEP with the incorporated amendments. (Education Code 56380.1; 20 USC 1414; 34 CFR 300.324)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Audio Recording of IEP Team Meetings

Parents/guardians and the Superintendent or designee shall have the right to audio record the proceedings of IEP team meetings, provided members of the IEP team are notified of this intent at least 24 hours before the meeting. If the Superintendent or designee gives notice of intent to audio record a meeting and the parent/guardian objects or refuses to attend because the meeting would be audio recorded, the meeting shall not be audio recorded. Parents/guardians also have the right to: (Education Code 56341.1)

1. Inspect and review the audio recordings

2. Request that an audio recording be amended if they believe it contains information that is inaccurate, misleading, or in violation of the student's privacy rights or other rights

3. Challenge, in a hearing, information that the parents/guardians believe is inaccurate, misleading, or in violation of the student's privacy rights or other rights

Parent/Guardian Participation and Other Rights

The Superintendent or designee shall take steps to ensure that one or both of the parents/guardians of the student with a disability are present at each IEP team meeting or are afforded the opportunity to participate. These steps shall include notifying the parents/guardians of the meeting early enough to ensure that they will have the opportunity to attend and scheduling the meeting at a mutually agreed upon time and place. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall send parents/guardians notices of IEP team meetings that: (Education Code 56341.5; 34 CFR 300.322)

1. Indicate the purpose, time, and location of the meeting

2. Indicate who will be in attendance at the meeting

3. Inform them of:

    a. Their right to bring to the meeting other individuals who have knowledge or special expertise about the student, pursuant to Education Code 56341

    b. The provision of Education Code 56341 relating to the participation of the Infant and Toddlers with Disabilities Coordinator at the initial IEP team meeting, if the student was previously served under Early Education for Individuals with Exceptional Needs (Education Code 56425-56432) or the California Early Intervention Services Act (Government Code 95000-95004)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

In addition, when the IEP team meeting is to consider the development, review, or revision of the IEP of a student with a disability who is 16 years of age or older, or younger than 16 if deemed appropriate by the IEP team, the Superintendent or designee's notice to the student's parents/guardians shall include the following: (Education Code 56341.5)

1. An indication that a purpose of the meeting will be the consideration of postsecondary goals and transition services for the student pursuant to Education Code 56345.1, 20 USC 1414, and 34 CFR 300.320

2. An indication that the student is invited to the IEP team meeting

(cf. 5145.6 - Parental Notifications)

At each IEP team meeting convened by the district, the district administrator or specialist on the team shall inform the parent/guardian and student of the federal and state procedural safeguards included in the notice of parental rights provided pursuant to Education Code 56321. (Education Code 56500.1)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

The parent/guardian shall have the right and opportunity to examine all of the student's school records upon request, before any IEP meeting, and in connection with any hearing or resolution session on matters affecting the student, including, but not limited to, initial formal assessment, procedural safeguards, and due process. Upon receipt of an oral or written request, the Superintendent or designee shall provide complete copies of the records within five business days. (Education Code 56043, 56504)

(cf. 5125 - Student Records)

The parent/guardian shall have the right to present information to the IEP team in person or through a representative and the right to participate in meetings that relate to eligibility for special education and related services, recommendations, and program planning. (Education Code 56341.1)

If neither parent/guardian can attend the meeting, the Superintendent or designee shall use other methods to ensure parent/guardian participation, including video conferences or individual or conference telephone calls. (Education Code 56341.5; 20 USC 1414; 34 CFR 300.322)

An IEP team meeting may be conducted without a parent/guardian in attendance if the Superintendent or designee is unable to convince the parent/guardian to attend. In such a case, the Superintendent or designee shall maintain a record of the attempts to arrange a mutually agreed upon time and place for the meeting, including: (Education Code 56341.5; 34 CFR 300.322)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

1. Detailed records of telephone calls made or attempted and the results of those calls

2. Copies of correspondence sent to the parent/guardian and any responses received

3. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

The Superintendent or designee shall take any action necessary to ensure that the parents/guardians understand the proceedings of the meeting, including arranging for an interpreter for parents/guardians with deafness or whose native language is not English. (Education Code 56341.5; 34 CFR 300.322)

The Superintendent or designee shall give the parents/guardians of a student with a disability a copy of the IEP at no cost. (Education Code 56341.5; 34 CFR 300.322)

Parent/Guardian Consent for Provision of Special Education and Services

Before providing special education and related services to any student pursuant to 20 USC 1414, the Superintendent or designee shall seek to obtain informed consent of the student's parent/guardian. (Education Code 56346)

If the parent/guardian fails to respond or refuses to consent to the initiation of services, the district shall not use the due process hearing procedures pursuant to 20 USC 1415 to obtain agreement or a ruling that the services may be provided to the student. In such circumstances, the district shall not be required to convene an IEP team or develop an IEP for the student. (Education Code 56346)

If the parent/guardian consents in writing to the receipt of special education and related services for the student but does not consent to all of the components of the IEP, then those components to which the parent/guardian has consented shall be implemented so as not to delay providing instruction and services to the student. If the Superintendent or designee determines that a part of a proposed IEP to which the parent/guardian does not consent is necessary in order to provide the student with FAPE, a due process hearing shall be initiated in accordance with 20 USC 1415. While the due process hearing is pending, the student shall remain in the current placement unless the parent/guardian and the Superintendent or designee agree otherwise. (Education Code 56346)

If at any time subsequent to the initial provision of services, the student's parent/guardian, in writing, revokes consent for the continued provision of special education services, the Superintendent or designee shall provide prior written notice within a reasonable time before ceasing to provide services to the student. The Superintendent or designee shall not request a due process hearing or pursue mediation in order to require an agreement or ruling that services be provided to the student. (Education Code 56346; 34 CFR 300.300, 300.503)

INDIVIDUALIZED EDUCATION PROGRAM (continued)

Prior to the discontinuation of services, the Superintendent or designee may offer to meet with the parents/guardians to discuss concerns for the student's education. However, this meeting shall be voluntary on the part of the parent/guardian and shall not delay the implementation of the parent/guardian's request for discontinuation of services.

When the district ceases to provide special education services in response to the parent/guardian's revocation of consent, the student shall be classified as a general education student.

Transfer Students

To facilitate the transition of a student with a disability who is transferring into the district, the Superintendent or designee shall take reasonable steps to promptly obtain the student's records, including the IEP and the supporting documents related to the provision of special education services. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from another school district within the same Special Education Local Plan Area (SELPA) during the school year, the district shall continue to provide services comparable to those described in the student's existing IEP, unless the student's parent/guardian and the district agree to develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from a school district outside of the district's SELPA during the school year, the district shall provide the student with FAPE, including services comparable to those described in the previous district's IEP in consultation with the student's parent/guardian, for a period not to exceed 30 days. By the end of that period, the district shall either adopt the previous district's IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. (Education Code 56325; 34 CFR 300.323)

If the student transfers into the district from an out-of-state district during the school year, the district shall provide the student with FAPE, including services comparable to the out-of-state district's IEP, in consultation with the parent/guardian, until such time as the Superintendent or designee conducts an assessment, if it determines that such an assessment is necessary, and develops, adopts, and implements a new IEP, if appropriate. (Education Code 56325; 34 CFR 300.323)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

The Governing Board recognizes its obligation to provide a free appropriate public education (FAPE) to students with disabilities and to uphold the rights of parents/guardians to be involved in educational decisions regarding their child. Parents/guardians of students with disabilities shall receive written notice of their rights under the federal Individuals with Disabilities Education Act.

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.6 - Parental Notifications)
(cf. 6159 - Individualized Education Program)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)
(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Whenever there is a dispute between the district and the parent/guardian of a student with disabilities regarding the identification, assessment, or educational placement of the student or the provision of FAPE to the student, the Superintendent or designee shall encourage the early, informal resolution of the dispute at the school level to the extent possible. The district or parent/guardian may also request mediation and/or a due process hearing in accordance with law, Board policy, and administrative regulation.

The Superintendent or designee shall represent the district in any due process hearing conducted with regard to district students and shall inform the Board about the result of the hearing.

Any complaint alleging the district's noncompliance with federal or state laws or regulations related to the provision of a free appropriate public education to students with disabilities shall be filed in accordance with 5 CCR 3200-3205.

Legal Reference: (see next page)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

Legal Reference:
EDUCATION CODE
56000 Education for individuals with disabilities
56001 Provision of the special education programs
56020-56035 Definitions
56195.7 Written agreements
56195.8 Adoption of policies for programs and services
56300-56385 Identification and referral, assessment
56440-56447.1 Programs for individuals between the ages of three and five years
56500-56509 Procedural safeguards, including due process rights
56600-56606 Evaluation, audits and information
CODE OF REGULATIONS, TITLE 5
3000-3100 Regulations governing special education, especially:
3080-3089 Procedural safeguards
3200-3205 Special education compliance complaints
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act
UNITED STATES CODE, TITLE 42
11434 Homeless assistance
CODE OF FEDERAL REGULATIONS, TITLE 34
99.10-99.22 Inspection, review and procedures for amending education records
104.36 Procedural safeguards
300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.150-300.153 State compliance complaints
300.500-300.520 Procedural safeguards and due process for parents and students
COURT DECISIONS
Winkelman v. Parma City School District, (2007) 550 U.S. 516

Management Resources:
WEB SITES
California Department of Education, Special Education: http://www.cde.ca.gov/sp/se
Office of Administrative Hearings, Special Education Division:
https://www.dgs.ca.gov/OAH/Case-Types/Special-Education
U.S. Department of Education, Office of Special Education Programs:
http://www.ed.gov/about/offices/list/osers/osep

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION

Prior Written Notice

The Superintendent or designee shall send to the parents/guardians of any student with disabilities a prior written notice: (Education Code 56346, 56500.4, 56500.5; 20 USC 1415; 34 CFR 300.102, 300.300, 300.503)

1. Before the district initially refers the student for assessment

2. Within a reasonable time before the district proposes to initiate or change the student's identification, assessment, educational placement, or the provision of a free appropriate public education (FAPE) to the student

3. Within a reasonable time before the district refuses to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student

4. Within a reasonable time before the student graduates from high school with a regular diploma thus resulting in a change in placement

5. Upon receipt of the parent/guardian's written revocation of consent for the continued provision of special education and related services to the student

This prior written notice shall include: (Education Code 56500.4; 20 USC 1415; 34 CFR 300.503)

1. A description of the action proposed or refused by the district

2. An explanation as to why the district proposes or refuses to take the action

3. A description of each assessment procedure, assessment, record, or report the district used as a basis for the proposed or refused action

4. A statement that the parents/guardians of the student have protection under procedural safeguards and, if this notice is not an initial referral for assessment, the means by which a copy of the description of procedural safeguards can be obtained

5. Sources for parents/guardians to obtain assistance in understanding these provisions

6. A description of any other options that the individualized education program (IEP) team considered and why those options were rejected

(cf. 6159 - Individualized Education Program)

7. A description of any other factors relevant to the district's proposal or refusal

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

(cf. 5145.6 - Parental Notifications)

Procedural Safeguards Notice

A procedural safeguards notice shall be made available to parents/guardians of students with disabilities once each school year and: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

1. Upon initial referral or parent/guardian request for assessment

2. Upon receipt of the first state compliance complaint in a school year, filed in accordance with the section "State Compliance Complaints" below

3. Upon receipt of the first due process hearing request in a school year

4. In accordance with the discipline procedures pursuant to 34 CFR 300.530(h), when removal of a student because of a violation of a code of conduct constitutes a change of placement

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

5. Upon request by a parent/guardian

The procedural safeguards notice shall include a full explanation of all of the procedural safeguards available under 34 CFR 300.148, 300.151-300.153, 300.300, 300.502-300.503, 300.505-300.518, 300.520, 300.530-300.536, and 300.610-300.625 relating to: (Education Code 56301; 20 USC 1415; 34 CFR 300.504)

1. Independent educational evaluation

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

2. Prior written notice

3. Parental consent, including a parent/guardian's right to revoke consent, in writing, to the student's continued receipt of special education and related services

4. Access to educational records

(cf. 5125 - Student Records)

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

5. Opportunity to present complaints and resolve complaints through the due process complaint and state compliance complaint procedures, including the time period in which to file a complaint, the opportunity for the district to resolve the complaint, and the difference between a due process complaint and the state compliance complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures

6. The availability of mediation

7. The student's placement during the pendency of any due process complaint

8. Procedures for students who are subject to placement in an interim alternative educational setting

9. Requirements for unilateral placement by parents/guardians of students in private schools at public expense

10. Hearings on due process complaints, including requirements for disclosure of assessment results and recommendations

11. State-level appeals

12. Civil actions, including the time period in which to file those actions

13. Availability of attorneys' fees pursuant to 34 CFR 300.517

This notice shall also include the rights and procedures contained in Education Code 56500-56509, including: (Education Code 56321, 56321.5, 56321.6)

1. Information on the procedures for requesting an informal meeting, prehearing mediation conference, mediation conference, or due process hearing

2. The timelines for completing each process

3. Whether the process is optional

4. The type of representative who may be invited to participate

5. The right of the parent/guardian and/or the district to electronically record the proceedings of IEP meetings in accordance with Education Code 56341.1

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

6. Information regarding the state special schools for students who are deaf, hard of hearing, blind, visually impaired, or deaf-blind

A copy of this notice shall be attached to the student's assessment plan. At each IEP meeting, the Superintendent or designee shall inform the parent/guardian of the federal and state procedural safeguards that were provided in the notice. (Education Code 56321, 56500.1)

Format of Parent/Guardian Notices

The parents/guardians of a student with a disability shall be provided written notice of their rights in language easily understood by the general public and in their native language or other mode of communication used by them, unless to do so is clearly not feasible. (Education Code 56341, 56506; 34 CFR 300.503, 300.504)

If the native language of other mode of communication of the parent/guardian is not a written language, the district shall take steps to ensure that the notice is translated orally or by other means in the parent/guardian's native language or other mode of communication and that the parent/guardian understands the contents of the notice. (34 CFR 300.503)

The district may place a copy of the procedural safeguards notice on the district's web site. (20 USC 1415)

A parent/guardian of a student with disabilities may elect to receive the prior written notice or procedural safeguards notice by an electronic mail communication. (34 CFR 300.505)

Filing Due Process Complaints

A parent/guardian and/or the district may initiate due process hearing procedures whenever: (Education Code 56501; 20 USC 1415)

1. There is a proposal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

2. There is a refusal to initiate or change the student's identification, assessment, or educational placement or the provision of FAPE to the student.

3. The parent/guardian refuses to consent to an assessment of the student.

4. There is a disagreement between a parent/guardian and the district regarding the availability of a program appropriate for the student, including the question of financial responsibility, as specified in 34 CFR 300.148.

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION (continued)

Prior to having a due process hearing, the party requesting the hearing, or the party's attorney, shall provide the opposing party a due process complaint, which shall remain confidential, specifying: (Education Code 56502; 20 USC 1415; 34 CFR 300.508)

1. The student's name

2. The student's address or, in the case of a student identified as homeless pursuant to 42 USC 11434, available contact information for that student

(cf. 6173 - Education for Homeless Children)

3. The name of the school the student attends

4. A description of the nature of the student's problem relating to the proposed or refused initiation or change, including facts relating to the problem

5. A proposed resolution to the problem to the extent known and available to the complaining party at the time

Parties filing a due process complaint shall file their request with the state Office of Administrative Hearings, Special Education Division.

The request shall be filed within two years from the date the party initiating the request knew or had reason to know of the facts underlying the basis for the request. This timeline shall not apply if the district misrepresented that it had solved the problem or withheld required information from the parent/guardian. (Education Code 56505; 20 USC 1415; 34 CFR 300.507, 300.511)

District's Response to Due Process Complaints

If the district has sent prior written notice to the parent/guardian regarding the subject matter of the parent/guardian's due process complaint, the district shall, within 10 days of receipt of the complaint, send a response specifically addressing the issues in the complaint. (20 USC 1415; 34 CFR 300.508)

If the district has not sent a prior written notice to the parent/guardian regarding the subject matter contained in the parent/guardian's due process complaint, the district shall send a response to the parent/guardian within 10 days of receipt of the complaint containing: (20 USC 1415; 34 CFR 300.508):

1. An explanation of why the district proposed or refused to take the action raised in the complaint

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

2. A description of other options that the IEP team considered and the reasons that those options were rejected

3. A description of each assessment procedure, assessment, record, or report the district used as the basis for the proposed or refused action

4. A description of the factors that are relevant to the district's proposal or refusal

Upon the filing of a due process complaint by either party or upon request of the parent/guardian, the district shall inform the parent/guardian of any free or low-cost legal and other relevant services available in the area. (34 CFR 300.507)

Informal Process/Pre-Hearing Mediation Conference

Prior to or upon initiating a due process hearing, the Superintendent or designee and a parent/guardian may, if the party initiating the hearing so chooses, agree to meet informally toresolve any issue(s) relating to the identification, assessment, education and placement, or provision of FAPE for a student with disabilities. The Superintendent or designee shall have the authority to resolve the issue(s). (Education Code 56502)

In addition, either party may file a request with the state Office of Administrative Hearings for a mediation conference. (Education Code 56500.3)

If resolution is reached that resolves the due process issue(s), the parties shall enter into a legally binding agreement that satisfies the requirements of Education Code 56500.3. (Education Code 56500.3)

Attorneys may attend or otherwise participate only in those mediation conferences that are scheduled after the filing of a request for due process hearing. (Education Code 56500.3, 56501)

State Compliance Complaints

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file with the California Department of Education (CDE) a written and signed statement alleging that, within the previous year, any of the following occurred: (5 CCR 3200, 3201)

1. The district violated Part B of the Individuals with Disabilities Education Act (20 USC 1411-1419) and its implementing regulations (34 CFR 300.1-300.818).

PROCEDURAL SAFEGUARDS AND COMPLAINTS FOR SPECIAL EDUCATION
(continued)

2. The district violated Part 30 of the Education Code (Education Code 56000-56865) and 5 CCR 3200-3205.

3. The district violated the terms of a settlement agreement related to the provision of FAPE, excluding any allegation related to an attorney fees provision in a settlement agreement.

4. The district failed or refused to implement a due process hearing order to which the district is subject.

5. Physical safety concerns interfered with the provision of FAPE.

The complaint shall include: (5 CCR 3202; 34 CFR 300.153)

1. A statement that the district has violated or failed to comply with any provision set forth in 5 CCR 3201

2. The facts on which the statement is based

3. The signature and contact information for the complainant

4. If alleging violations with respect to a specific student, the student's name and address (or other available contact information for a homeless student), the name of the school that the student is attending, a description of the nature of the student's problem and facts related to the problem, and a proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed

The complainant shall forward a copy of the complaint to the Superintendent or designee at the same time the complaint is filed with CDE. (5 CCR 3202)

Within 30 days of the date of CDE's investigation report, the district or complainant may request reconsideration of the decision in accordance with 5 CCR 3204. Pending CDE's response, any corrective actions set forth in the report shall remain in effect and enforceable, unless stayed by a court. (5 CCR 3204)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

(cf. 0430 - Comprehensive Local Plan for Special Education)

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student shall be placed in an NPS/A unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the placement is appropriate for the student. (Education Code 56342.1)

(cf. 6159 - Individualized Education Program)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

(cf. 1431 - Waivers)

Legal Reference:

EDUCATION CODE
56034-56035 Definitions of nonpublic, nonsectarian school and agency
56042 Placement not to be recommended by attorney with conflict of interest
56101 Waivers
56163 Certification
56168 Responsibility for education of student in hospital or health facility school
56195.8 Adoption of policies
56342.1 Individualized education program; placement
56360-56369 Implementation of special education
56711 Computation of state aid
56740-56743 Apportionments and reports
56760 Annual budget plan; service proportions
56775.5 Reimbursement of assessment and identification costs
56836.20-56836.21 Special education funding; SELPA contracts with nonpublic nonsectarian schools
FAMILY CODE
7911-7912 Interstate compact on placement of children
GOVERNMENT CODE
7570-7587 Interagency responsibilities for providing services to disabled children; especially:
7572.55 Seriously emotionally disturbed child; out-of-state placement
WELFARE AND INSTITUTIONS CODE
362.2 Out-of-home placement for IEP
727.1 Out-of-state placement of wards of court
CODE OF REGULATIONS, TITLE 5
3001 Definitions
3051-3051.24 Special education; standards for related services and staff qualifications
3060-3070 Nonpublic, nonsectarian school and agency services
UNITED STATES CODE, TITLE 20
1400-1487 Individuals with Disabilities Education Act
CODE OF FEDERAL REGULATIONS, TITLE 34
300.129-300.148 Children with disabilities in private schools
COURT DECISIONS
Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Management Resources:

WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office of Special Education and Rehabilitative Services: http://www.ed.gov/about/offices/list/osers

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION

Master Contract

Every master contract between the district and a nonpublic, nonsectarian school or agency (NPS/A) shall specify the general administrative and financial agreements for providing special education and designated instruction and services. The master contract shall be for a term not to exceed one year and shall be renegotiated prior to June 30. Provisions of the contract shall include, but not be limited to: (Education Code 56366; 5 CCR 3062)

1. Student-teacher ratios

2. Transportation specified in a student's individualized education program (IEP)

(cf. 3541.2 - Transportation for Students with Disabilities)

The contract shall not include special education transportation provided through the use of services or equipment owned, leased, or contracted by the district for students enrolled in the NPS/A unless provided directly or subcontracted by that NPS/A.

3. Procedures for recordkeeping and documentation

4. The maintenance of school records by the district to ensure that appropriate high school graduation credit is received by any participating student

(cf. 3580 - District Records)
(cf. 5125 - Student Records)
(cf. 6146.1 - High School Graduation Requirements)

5. An individual services agreement for each student, which will be negotiated for the length of time for which NPS/A special education and designated instruction and services are specified in the student's IEP

6. A description of the process to be utilized by the district to oversee and evaluate

placements in the NPS/A, including a method for evaluating whether each student is making appropriate educational progress

7. Procedures and responsibilities for attendance and unexcused absences

8. General provisions related to modifications and amendments to the contract, waivers, disputes, contractor's status, conflicts of interest, termination, inspection and audits, compliance with applicable state and federal laws and regulations, and indemnification and insurance requirements

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

9. Payment schedules, including, but not limited to, payment amounts, payment demand, right to withhold, and audit exceptions

The contract may allow for partial or full-time attendance at the NPS/A. (Education Code 56366)

With mutual agreement of the district and NPS/A, changes may be made to the administrative and financial agreements in the master contract at any time, provided the change does not alter a student's educational instruction, services, or placement as outlined in the student's individual services agreement. (Education Code 56366)

The master contract or individual services agreement may be terminated for cause if either party gives 20 days' notice. However, the availability of a public education program initiated during the period of the contract shall not give cause for termination unless the parent/guardian agrees to transfer the student to the program. (Education Code 56366)

Placement and Services

For any student to be placed in an NPS/A, the Superintendent or designee shall develop an individual services agreement based on the student's IEP. Each individual services agreement shall specify the length of time authorized in the student's IEP for the NPS/A services, not to exceed one year. Changes in a student's educational instruction, services, or placement shall be made only on the basis of revisions to the student's IEP. (Education Code 56366)

(cf. 6159 - Individualized Education Program)

At least once each year, the district shall: (Education Code 56366)

1. Evaluate the educational progress of each student placed in an NPS/A, including a review of state assessment results

2. During the annual meeting held to review the student's IEP pursuant to Education Code 56343, consider whether the student's needs continue to be best met at the NPS/A and whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting

Prior to the annual review of a student's IEP, the Superintendent or designee shall notify any high school district to which the student may transfer of the student's enrollment in an NPS/A. (5 CCR 3069)

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

When a special education student meets the district requirements for completion of the prescribed course of study as designated in the student's IEP, the district shall award the student a diploma of graduation. (5 CCR 3070)

(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)

Out-of-State Placements

Before contracting with an NPS/A outside California, the Superintendent or designee shall document the district's efforts to use public schools and/or to find an appropriate program offered by an NPS/A within California. (Education Code 56365)

Within 15 days of any decision for an out-of-state placement, the student's IEP team shall submit to the Superintendent of Public Instruction a report with information about the services provided by the out-of-state program, the costs of the special education and related services provided, and the district's efforts to locate an appropriate public school or NPS/A within California. (Education Code 56365)

If the district decides to place a student with an NPS/A outside the state, the district shall indicate the anticipated date of the student's return to a placement within California and shall document efforts during the previous year to return the student to California. (Education Code 56365)

On-Site Visits

The Superintendent or designee shall conduct an on-site visit to an NPS/A before the placement of a student at the school or agency, if the district does not have any other students currently enrolled at the NPS/A. (Education Code 56366.1)

At least once per year, the Superintendent or designee shall conduct an on-site monitoring visit to each NPS/A at which the district has a student attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to: (Education Code 56366.1)

1. A review of services provided to the student through the individual services agreement

2. A review of progress the student is making toward the goals set forth in the student's IEP

3. A review of progress the student is making toward the goals set forth in the student's behavioral intervention plan, if applicable

NONPUBLIC, NONSECTARIAN SCHOOL AND AGENCY SERVICES FOR SPECIAL EDUCATION (continued)

4. An observation of the student during instruction

5. A walkthrough of the facility

The district shall report the findings resulting from the monitoring visit to CDE within 60 calendar days of the on-site visit. (Education Code 56366.1)

Burbank Unified School District

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Adoption of Resolution 22 Proclaiming the Month of February 2021, in Recognition of National Black History Month

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Background:

Black History Month is an annual celebration of achievements by African Americans and a time for recognizing the central role of blacks in U.S. history. Also known as African American History Month, the event grew out of "Negro History Week," the brainchild of noted historian Carter G. Woodson and other prominent African Americans. Since 1976, every U.S. president has offici ally designated the month of February as Black History Month. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating black history.

Origins of Black History Month:

The story of Black History Month begins in 1915, half a century after the Thirteenth Amendment abolished slavery in the United States.

That September, the Harvard-trained historian Carter G. Woodson and the prominent minister Jesse E. Moorland founded the Association for the Study of Negro Life and History (ASNLH), an organization dedicated to researching and promoting achievements by black Americans and other peoples of African descent.

Known today as the Association for the Study of African American Life and History (ASALH), the group sponsored a national Negro History week in 1926, choosing the second week of February to coincide with the birthdays of Abraham Lincoln and Frederick Douglas. The event inspired schools and communities nationwide to organize local celebrations, establish history clubs and host performances and lectures.

In the decades that followed, mayors of cities across the country began issuing yearly proclamations recognizing Negro History Week. By the late 1960s, thanks in part to the civil rights movement and a growing awareness of black identity, Negro History Week had evolved into Black History Month on many college campuses.

District Goals for 2020-2021:

7. Create a positive school climate by maintaining a safe environment and develop a sense of belonging for all students and staff.

Discussion / Issues:

Board Policy 415 reminds us the Board of Education believes the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision,

mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

Fiscal Impact:
None

Recommendation:
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 22 proclaiming the Month of February 2021, in recognition of National Black History Month in the Burbank Unified School District, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
2020-2021 Resolution 22

PROCLAIMING THE MONTH OF FEBRUARY 2021, IN RECOGNITION OF NATIONAL BLACK HISTORY MONTH

WHEREAS, the first event was celebrated during a week in February 1926, encompassing the birthdays of Abraham Lincoln and Frederick Douglass, two key figures in the history of African Americans;

WHEREAS, in 1976 the week-long celebration was extended to the entire month of February; and

WHEREAS, National Black History Month is a national tradition established in response to the inadequate and often times biased depiction of Black history and African American communities in history books and school's curricula of the era; and

WHEREAS, Black citizens helped develop our nation in countless ways, those recognized, unrecognized, and unrecorded; and

WHEREAS, the contributions of Black citizens and scientists, inventors, educators, farmers, homemakers, and explorers of earth and sky, have been recognized annually during National Black History Month; and

WHEREAS, Black citizens have participated, and continue to, in every American effort to secure, protect, and maintain the essence and substance of American democracy; and

WHEREAS, National Black History Month is a vehicle to promote cultural relevant activities like the many events planned at district school sites, college campuses, public libraries, businesses and non-profits throughout the Sacramento area that will offer excellent opportunities to focus the energy, attention, commitment and action of the entire community on closing health, opportunity and achievement gaps for black students and families; and

WHEREAS, not only during the month of February 2021, but throughout the remainder of this year, it is important that we as a district seek to understand how to thoughtfully and holistically address African American disparities in information-sharing and outcomes in order to move towards greater equity in our educational system and the greater community.

NOW, THEREFORE, BE IT RESOLVED that the Burbank Unified School District Board of Education does hereby recognize February 2021 as Black History Month and supports the important work and services provided by schools throughout the District and organizations throughout the Nation.

BE IT FURTHER RESOLVED that the Superintendent will encourage all schools in the Burbank Unified School District to recognize and celebrate National Black History Month through culturally relevant activities and programming.

I HEREBY CERTIFY that Resolution 22 was approved and adopted by the Board

of Education of the Burbank Unified School District at a regular meeting held on the 21st day of January, 2021.

Ayes:
Noes:
Abstain:
Absent:

Steve Ferguson
Clerk, Board of Education

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Adoption of Resolution 23 Proclaiming the Month of February 2021, as Teen Dating Violence Awareness and Prevention Month

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Background:
Unhealthy, abusive, or violent relationships can have severe consequences and short-term and long-term negative effects on developing teens. In fact, it has been reported that 23% of females and 14% of males first experience some form of dating violence before age 18 (CDC, 2018). In light of this, every year during the month of February, advocates join national efforts to raise awareness about teen dating violence, emphasize healthy relationships, and encourage communities to take a multi-level, multi-sector approach to this issue.

Discussion / Issues:
Teen dating violence is defined as a pattern of abuse or threat of abuse against teen dating partners, occurring in different forms, including cyber, emotional, physical, psychological, sexual, and verbal. Teen dating violence occurs across diverse groups and cultures. Although the dynamics of teen dating violence are similar to adult domestic violence, the experiences of teen dating violence as well as the prevention and intervention strategies are unique.

The National Resource Center on Domestic Violence as well as the CDC have developed online resources that inform collaborative and multilevel approaches to the prevention and intervention of teen dating violence. There are also resources for teachers and school-based professionals. These resources can be accessed by going to http://www.nationalcenterdvtraumamh.org/trainingta/resources-for-advocates-trauma-informed-dv-advocacy and https://www.cdc.gov/violenceprevention/intimatepartnerviolence/teen_dating_violence.html

Fiscal Impact:
None

Recommendation:
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 23 Proclaiming the Month of February 2021, as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
2020-2021 Resolution 23

PROCLAIMING THE MONTH OF FEBRUARY 2021,
AS TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH

WHEREAS, a 2013 survey by the Center for Disease Control found that nearly 10 percent of high school students reported physical victimization and 10 percent reported sexual victimization from a dating partner in the 12 months before they were surveyed;

WHEREAS, according to the Center for Disease Control, nearly 1,500,000 high school students experience physical abuse from a dating partner each year;

WHEREAS, the Bureau of Justice Statistics found that females between the ages of 16 and 24 experience intimate partner violence at a rate that is almost triple the national average of all women;

WHEREAS in 2008, the National Council on Crime and Delinquency reported that approximately 1 in 3 adolescent girls in the United States is a victim of physical, emotional, or verbal abuse from a dating partner, a rate that far exceeds victimization rates for other types of violence affecting young people;

WHEREAS a 2012 study, as part of an independent evaluation of Start Strong: Building Healthy Teen Relationships, an initiative aimed at building healthy relationships among middle school youth, found that teen dating violence behaviors were common even among seventh grade students, with nearly 1 in 6 students reporting physical dating violence;

WHEREAS according to data from the Youth Risk Behavior Surveillance System, almost 20 percent of teenage girls who were exposed to physical dating violence did not attend school on one or more occasions during the 30 days preceding the survey because the girls felt unsafe at school or on the way to or from school;

WHEREAS a study published in Pediatrics suggests that teen dating violence is a substantial public health problem because victims of teen dating violence are:

(1) at increased risk of mood and behavior problems as young adults; and
(2) at increased risk for future violent relationships;

WHEREAS 74 percent of teenage boys and 66 percent of teenage girls report that they have not had a conversation with a parent about dating abuse in the past year;

WHEREAS primary prevention programs are a key part of addressing teen dating violence, and successful examples of these programs include education, community outreach, and social marketing campaigns that are culturally appropriate;

WHEREAS educating middle school students and the parents of middle school students about the importance of building healthy relationships and preventing teen dating violence is key to deterring dating abuse before it begins;

WHEREAS the establishment of the month of February 2021, as National Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, and families regardless of orientation, socioeconomic status, race, or sex.

Now, Therefore, Be It Resolved that the Month of February, 2021, be recognized as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District.

I HEREBY CERTIFY that Resolution 23 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 21st day of January, 2021.

Ayes:
Noes:
Abstain:
Absent:

_____

Steve Ferguson, Clerk
Board of Education

Burbank Unified School District
Superintendent's Office

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley Clark, Executive Assistant to the Superintendent
DATE:	January 21, 2021
SUBJECT:	Adoption of Resolution 24 Accepting the "Certificate of the Canvass of the Election Returns"

Background:

The recent election of Board of Education Members was consolidated for the first time with the General Election held November 3, 2020, and the Los Angeles County Registrar-Recorder's Office has prepared the attached RRCC Election Tally Summary Report.

Discussion/Issues:

On November 3, 2020, a General Election was held in the Burbank Unified School District consolidated with the Presidential General Election and administered by the Los Angeles County Registrar-Recorder/County Clerk.

Four candidates vied for the three open seats on the Board of Education, for a full term of four years, with the final results:

Emily Weisberg	32,442 votes	(31.71%)
Armond Aghakhanian	24,158 votes	(23.62%)
Steve Ferguson	23,445 votes	(22.92%)
Roberta Grande Reynolds	22,251 votes	(21.75%)

Fiscal Impact:

The final cost of the Burbank Unified School District General Election will be tabulated upon receipt of all invoices for election administration conducted by the Los Angeles County Registrar-Recorder/County Clerk and submitted for payment directly to the District by L.A. County.

Recommendation:

Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 24 accepting the "Certificate of the Canvass of the Election Returns," as presented.

BURBANK UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 24

DECLARING THE RESULTS OF
BUSD'S GENERAL ELECTION
HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, a General Election in the Burbank Unified School District for the offices of Board of Education was called by the Board of Education to be held on November 3, 2020; and

WHEREAS, the Los Angeles Registrar Recorder/County Clerk conducted said election on behalf of the School District, canvassed the returns, and certified the results of said election, and those results are attached and incorporated herein by reference; and

WHEREAS, the City Clerk has submitted the certified results of said canvass to the Board of Education of the Burbank Unified School District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Burbank Unified School District that the following is declared to be the results of the General Election for the Office of Board of Education:

Emily Weisberg	32,442 votes	(31.71%)
Armond Aghakhanian	24,158 votes	(28.62%)
Steve Ferguson	23,445 votes	(22.92%)
Roberta Grande Reynolds	22,251 votes	(21.75%)

AND that Emily Weisberg, Armond Aghakhanian, and Steve Ferguson, having received the highest number of the total votes cast for candidate for the office Board of Education, are hereby declared to be elected as Board Members representing the District for a full term of four years.

Adopted at the regular meeting of the Burbank Unified School District Board of Education on the 21st day of January, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Clerk of the Board of Education

DEAN C. LOGAN
Registrar-Recorder/County Clerk

November 30, 2020

Mr. Matt Hill, Superintendent
Burbank Unified School District
1900 West Olive Avenue
Burbank, California 91506

Dear Mr. Hill:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the Burbank Unified School District Election consolidated with the General Election held on November 3, 2020.

For your information, pursuant to Section 15401 of the Elections Code, a Certificate of Election was prepared and sent to each successful candidate.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

DEAN C. LOGAN
Registrar-Recorder/County Clerk

LATICIA MCCORKLE, Assistant Division Manager
Election Information and Preparation Division

Enclosures
Official Canvass Certificate
Official Statement of Votes Cast

J:2020EF.GenElect.CanvassCert.SchoolLetter

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Burbank Unified School District

at the General Election, held on the 3rd day of November, 2020.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 30th day of November, 2020.

REGISTRAR-RECORDER/COUNTY CLERK
COUNTY OF LOS ANGELES - CALIFORNIA

Dean C Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

BURBANK UNIFIED SCHOOL
GOVERNING BOARD MEMBER

LOCATION	REGIST-RATION	BALLOTS CAST	ARMOND AGHAKHANIAN	STEVE FERGUSON	EMILY WEISBERG	ROBERTA G REYNOLDS
BURBANK - 0950001A		339	169	125	133	118
VOTE BY MAIL SERIAL 0152		1239	590	544	624	521
TOTAL	1918	1578	759	669	757	639
BURBANK - 0950002A		383	163	109	132	110
VOTE BY MAIL SERIAL 0153		1663	835	595	899	556
TOTAL	2701	2046	998	704	1031	666
BURBANK - 0950005B		421	152	156	207	144
VOTE BY MAIL SERIAL 0154		1511	560	563	910	556
TOTAL	2448	1932	712	719	1117	700
BURBANK - 0950008A		525	280	174	172	169
VOTE BY MAIL SERIAL 0155		1677	819	709	743	711
TOTAL	2701	2202	1099	883	915	880
BURBANK - 0950012A		344	133	127	188	138
VOTE BY MAIL SERIAL 0156		1773	705	706	1066	619
TOTAL	2489	2117	838	833	1254	757
BURBANK - 0950013A		491	226	192	213	186
VOTE BY MAIL SERIAL 0157		1714	721	760	873	742
TOTAL	2552	2205	947	952	1086	928
BURBANK - 0950019A		361	150	110	139	98
VOTE BY MAIL SERIAL 0158		1412	692	509	735	457
TOTAL	2288	1773	842	619	874	555
BURBANK - 0950025A		379	122	144	183	144
VOTE BY MAIL SERIAL 0159		1832	753	829	1109	738
TOTAL	2545	2211	875	973	1292	882
BURBANK - 0950029A		398	160	166	159	159
VOTE BY MAIL SERIAL 0160		1224	515	514	612	518
TOTAL	2027	1622	675	680	771	677
BURBANK - 0950031A		385	112	129	193	126
VOTE BY MAIL SERIAL 0161		1591	642	658	988	605
TOTAL	2485	1976	754	787	1181	731
BURBANK - 0950042A		335	108	121	174	108
VOTE BY MAIL SERIAL 0162		1273	472	453	751	483
TOTAL	2099	1608	580	574	925	591
BURBANK - 0950132A		403	114	153	212	171
VOTE BY MAIL SERIAL 0163		1819	726	754	1052	684
TOTAL	2667	2222	840	907	1264	855
BURBANK - 0950139C		430	163	127	148	118
VOTE BY MAIL SERIAL 0164		1812	843	608	946	599
TOTAL	2930	2242	1006	735	1094	717
BURBANK - 0950141A		498	227	161	194	162
VOTE BY MAIL SERIAL 0165		1691	694	768	859	744
TOTAL	2630	2189	921	929	1053	906

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

BURBANK UNIFIED SCHOOL
GOVERNING BOARD MEMBER

LOCATION	REGIST-RATION	BALLOTS CAST	ARMOND AGHAKHANIAN	STEVE FERGUSON	EMILY WEISBERG	ROBERTA G REYNOLDS
BURBANK - 0950144A		442	162	183	210	161
VOTE BY MAIL SERIAL 0166		1606	636	665	931	624
TOTAL	2559	2048	798	848	1141	785
BURBANK - 0950146A		351	114	164	177	155
VOTE BY MAIL SERIAL 0167		1492	544	635	924	631
TOTAL	2265	1843	658	799	1101	786
BURBANK - 0950148A		386	125	159	193	144
VOTE BY MAIL SERIAL 0168		1711	673	783	1028	711
TOTAL	2570	2097	798	942	1221	855
BURBANK - 0950155A		390	175	117	160	112
VOTE BY MAIL SERIAL 0169		1403	726	538	699	486
TOTAL	2240	1793	901	655	859	598
BURBANK - 0950157A		417	161	107	154	89
VOTE BY MAIL SERIAL 0170		1486	698	456	759	456
TOTAL	2513	1903	859	563	913	545
BURBANK - 0950160A		388	124	126	181	132
VOTE BY MAIL SERIAL 0171		1589	637	581	956	594
TOTAL	2559	1977	761	707	1137	726
BURBANK - 0950163A		380	127	155	200	142
VOTE BY MAIL SERIAL 0172		1657	677	700	1002	693
TOTAL	2382	2037	804	855	1202	835
BURBANK - 0950166B		343	120	117	166	136
VOTE BY MAIL SERIAL 0173		1821	739	717	1087	620
TOTAL	2605	2164	859	834	1253	756
BURBANK - 0950177A		360	113	138	197	136
VOTE BY MAIL SERIAL 0174		1702	693	713	1019	691
TOTAL	2396	2062	806	851	1216	827
BURBANK - 0950178A		297	99	112	154	107
VOTE BY MAIL SERIAL 0175		1654	687	617	965	578
TOTAL	2296	1951	786	729	1119	685
BURBANK - 0950181A		307	114	139	172	118
VOTE BY MAIL SERIAL 0176		1645	702	777	1054	656
TOTAL	2214	1952	816	916	1226	774
BURBANK - 0950186A		339	91	125	181	142
VOTE BY MAIL SERIAL 0177		1595	612	686	952	669
TOTAL	2258	1934	703	811	1133	811
BURBANK - 0950190A		379	126	138	190	133
VOTE BY MAIL SERIAL 0178		1410	536	596	827	509
TOTAL	2082	1789	662	734	1017	642
BURBANK - 0950191A		353	126	138	171	147
VOTE BY MAIL SERIAL 0179		1398	511	587	911	540
TOTAL	2044	1751	637	725	1082	687

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

BURBANK UNIFIED SCHOOL
GOVERNING BOARD MEMBER

LOCATION	REGIST-RATION	BALLOTS CAST	ARMOND AGHAKHANIAN	STEVE FERGUSON	EMILY WEISBERG	ROBERTA G REYNOLDS
BURBANK - 0950193A		296	110	107	151	119
VOTE BY MAIL SERIAL 0180		1430	545	622	878	573
TOTAL	1988	1726	655	729	1029	692
BURBANK - 0950197A		326	106	117	170	116
VOTE BY MAIL SERIAL 0181		1688	703	666	1009	647
TOTAL	2351	2014	809	783	1179	763

FINAL OFFICIAL
STATEMENT OF VOTES CAST
BY PRECINCT

BURBANK UNIFIED SCHOOL
GOVERNING BOARD MEMBER

LOCATION	REGIST-RATION	BALLOTS CAST	ARMOND AGHAKHANIAN	STEVE FERGUSON	EMILY WEISBERG	ROBERTA G REYNOLDS
PRECINCT TOTAL		11446	4272	4136	5274	4040
VBM TOTAL		47518	19886	19309	27168	18211
GRAND TOTAL	71802	58964	24158	23445	32442	22251

Burbank Unified School District
Board of Education

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Steve Frintner, President, Board of Education
PREPARED BY:	Kimberley Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley Clark, Executive Assistant to the Superintendent
DATE:	January 21, 2021
SUBJECT:	Approval of Board Representation on District and Community Committees / Groups for 2021

Background:

Pursuant to Board Bylaw 9140: Board Representatives, the Board may appoint any of its members to serve as its representatives on District committees or advisory committees of other public agencies of organizations. Due to open meeting law requirements, a majority of the Board shall not be appointed to serve on the same committee. The list of committees and/or groups and Board representatives accompanies this report.

Discussion/Issues:

When making such appointments, the Board shall clearly specify, on a case-by-case basis, what authority and responsibilities are involved. Board representatives shall not grant District approval or endorsement for any activity without prior Board approval.

Should a committee discuss a topic on which the Board has taken a position, the Board member(s) may express that position as a representative of the Board. When contributing individual ideas or opinions on other topics, he/she shall make it clear that he/she is speaking as an individual, not on behalf of the Board.

Fiscal Impact:

None

Recommendation:

Steve Frintner, Board President, recommends that the Board of Education determine and approve the list of Board Representation on Committees / Groups for 2021, as presented.

Burbank Unified School District
Board of Education

BOARD REPRESENTATION ON COMMITTEES / GROUPS

The list below indicates the current Committee / Group assignments.

Committee / Group	Board Member(s)
Burbank Arts and Education Foundation	Ferguson, Frintner
District-Level English Learner Advisory Committee (DELAC)	Aghakhanian, Frintner
Five Star Coalition *(monthly, 9am, at five school districts)*	Tabet, Aghakhanian
Gifted and Talented Education Parent Advisory Committee (GATE PAC)	Tabet, ~~Reynolds~~
Local Control and Accountability Plan Committee (LCAP)	Ferguson, Frintner
Los Angeles County Committee on School District Organization *(one voting event annually in November)*	Ferguson
Los Angeles County School Trustees Association (LACSTA)	Aghakhanian, ~~Reynolds~~
Special Education District Advisory Committee (DAC)	Aghakhanian, ~~Reynolds~~
School Facilities Oversight Committee *(ex-officio members)*	Tabet, Frintner
Youth Leadership Program *(10x meetings per year, when reconvened)*	Tabet
Career Technical Education (CTE) Advisory Committee	Vacant
Fundraising Committee	Frintner, Tabet
Board Subcommittee(s)	**Board Members(s)**
Board Policy Review	
• Human Resources/Instruction	Ferguson, ~~Reynolds~~
• Facilities/Operations/Finance	Frintner, Tabet
• School Climate/Student Services/Wellness	Ferguson, ~~Reynolds~~
• Governance	Ferguson
Diversity, Equity, and Inclusion	Aghakhanian, Weisberg

Please note that meeting dates and times for 2021 are to be determined. Also, the Board may agree to allow other members to attend from time to time when appointed members are not available.

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	January 21, 2021
SUBJECT:	Adoption of Resolution 25 Proclaiming the Week of February 1, 2021 through February 5, 2021, as School Counseling Week

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Background:
National School Counseling Week will be celebrated from February 1, 2021 through February 5, 2021. School counselors all over the nation work together with school staff, parents and the community to support the academic, social and emotional needs of our students. National School Counseling Week is always celebrated the first full week in February.

Discussion/Issues:
It is the desire of the Board of Education to recognize staff in an ongoing manner. Counseling is a specialized practice that advances the academic success and life-long achievement of students. It facilitates positive student responses to normal development, assists students explore their potential and set realistic goals for themselves.

School counselors assist students in seeking and utilizing community resources that assist them in becoming productive members of society. Staff, students and parents are encouraged to recognize the efforts of the school counselor. The Board of Education expresses strong support and deep gratitude to the past and present school counselors for their commitment and dedication to the students of the Burbank Unified School District.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 25 Proclaiming the week of February 1, 2021 through February 5, 2021, as School Counseling Week in the Burbank Unified School District, as presented.

RESOLUTION 25 PROCLAIMING THE WEEK OF FEBRUARY 1, 2021 THROUGH FEBRUARY 5, 2021, AS SCHOOL COUNSELING WEEK

WHEREAS, school counselors are employed by the Burbank Unified School District to help students reach their full potential as part of the educational process that enables all students to achieve success in school; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to self-awareness and personal development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, staff, students and parents are encouraged to recognize the efforts of the school counselor; and

WHEREAS, the Board of Education of the Burbank Unified School District, expresses strong support and deep gratitude to the past and present counselors for their commitment and dedication to the students and staff of the Burbank Unified School District;

NOW, THEREFORE, BE IT RESOLVED, that the week of February 1, 2021 through February 5, 2021 be recognized as School Counseling Week in the Burbank Unified School District.

I HEREBY CERTIFY that Resolution 25 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 21st day of January, 2021.

Ayes:
Noes:
Abstain:
Absent:

_____
Clerk, Board of Education

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	January 21, 2021
SUBJECT:	Approval of Agreement with Alder Graduate School of Education

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Background
The purpose of the Services Agreement with Alder Graduate School of Education is to recruit, prepare, hire and establish a more diverse teaching community to represent the diversity of students in our schools.

The Alder GSE's teacher preparation program will provide multiple, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher.

Discussion/Issues
The Alder Graduate School of Education program will expand the pool of qualified teachers and will aim to prepare highly effective, diverse teachers through yearlong, intensive clinical preparation focused on educational equity.

The District will provide residency students with support through mentor educators who are qualified for such assignments.

Fiscal Impact
The fiscal impact is approximately $50,000 annually (01.0-32150.0-11100-10000-5810-7409000).

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Alder Graduate School of Education to recruit teaching candidates, , not to exceed $50,000 annually (01.0-32150.0-11100-10000-5810-7409000), effective January 22, 2021 through June 30, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

(DRAFT – pending fully executed MOU)

December 8, 2020

Burbank Unified School District
1900 W. Olive Ave
Burbank, CA 91506
ATTN: Sarah Niemann, Assistant Superintendent of Human Resources

Dear Ms. Niemann,

Alder Graduate School of Education (Alder GSE) is pleased to provide Burbank Unified School District (the "Partner") with COVID Recession Relief payments for costs associated with supporting residents of the Burbank Unified School District Teacher Residency @ Alder GSE Program. These payments are intended to be used exclusively for the benefit of the residents consistent with the support offered by Partner to residents as set forth in the Partner Commitment Letter provided to residents by the Partner.

Alder GSE will provide a total of up to $5,000 per resident over the course of the 2021-2022 program year, as set for in the table below. Payments amounts will be determined based on the Partner's number of actively enrolled residents as of the Determination Date. Payments are contingent on Burbank Unified School District fulfilling its obligations to residents as stated in the Partner Commitment Letter. Burbank Unified School District expects to have a total of 4 to 6 residents in the 2021-2022 program year.

Determination Date	Payment per Actively Enrolled Resident	Payment Date
July 15, 2021	$1,000	July 31, 2021
October 15, 2021	$2,000	October 31, 2021
March 15, 2022	$2,000	March 31, 2022

Please sign this agreement below. By signing, you are accepting the terms of the agreement. Please provide invoices on the Determination Dates stating the number of residents in the Program that qualify for payments under this Agreement. If the Partner is in compliance with all the terms and conditions hereof, Alder will issue payment on the Payment Date. Please send invoices to accountspayable@aldergse.edu with a copy to Erik Brown, CFO, at ebrown@aldergse.edu.

If you have any questions, please reach out to Julie Fabrocini, Senior Director of Partnerships, at jfabrocini@aldergse.edu.

In partnership,

(DRAFT – pending fully executed MOU)

Heather Kirkpatrick
President & CEO

Attachment: Burbank Unified School District Partner Commitment Letter

Partner: Read and agreed to

By:_____ Date:_____

Name:_____ Title:_____

Alder GSE Education Services Agreement
BRANCH Partner, Combined Cohort

This Education Services Agreement (this "Agreement") is made and entered into effective as of January 1, 2021 (the "Effective Date"), and shall expire at the end of the Term (defined herein), by and between Alder Graduate School of Education, a California nonprofit public benefit corporation, hereinafter called "Alder GSE," and Burbank Unified School District, hereinafter called "Partner". Alder GSE and Partner together are the parties ("Parties") to this Agreement.

Recitals

WHEREAS, Partner is a public school district known as Burbank USD;

WHEREAS, subject to the terms and conditions of this Agreement, Partner desires to recruit teaching candidates ("Residents") to participate in Alder GSE's teacher preparation program that will provide multiple, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to individually as the "Teacher Residency at Alder GSE".

WHEREAS, Partner also desires to join with one or more additional partners (the "Additional Partners"; collectively with Partner the "Partners")) to recruit teaching candidates in a combined cohort of Residents (the "Combined Cohort"). The Additional Partners include Pasadena USD and may include other partners.

In consideration of the promises and mutual covenants and agreements set forth below, the Parties hereto agree as follows:

Agreement

1) Program Coordination and Administrative Communication.

   a) The program consists of 34 units of coursework for a Master of Arts in Education with a concentration in Teaching or 37 units of coursework for a Master of Arts with a concentration in Special Education, and includes Takeover Days as set forth in Exhibit B (the "Program"). The Program is focused on preparation for a California teaching credential and Master's degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program, as well as the requisite state of California assessments required of all credential and Master's degree candidates, will be awarded a Master of Arts in Education with a concentration in Teaching or Special Education as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing for the corresponding preliminary teaching credential by Alder GSE.

   b) Alder GSE shall be responsible for the coordination, administration, and the delivery of credit bearing instruction with respect to the Program, as more specifically set forth in this Agreement.

   c) Partner will recruit in the 2020-2021 school year for the 2021-2022 school year.

   d) Alder GSE designates Shayna Sullivan, Dean as the Alder GSE Liaison who will serve as Partner's primary point of contact. The Alder GSE Liaison shall act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE shall not designate a different individual as the Alder GSE Liaison without at least two weeks' notice to Partner from Alder GSE.

e) The parties agree that prior to hosting enrolled residents at its school sites, Partner will spend the 2020-21 school year recruiting candidates and setting up its program in collaboration with Alder GSE and the Additional Partners.

f) Partners shall designate an individual who will act as the Partner Director of the Teacher Residency (the "Partner Director") with the approval of Alder GSE. The Partners designate Hanh Le as the Partner Director. The Partner Director shall act as formal and integral player with respect to matters pertaining to this Agreement. The Partners shall not designate a different individual as the Partner Director without the prior approval of Alder GSE from which approval shall not be unreasonably withheld. The requirements of the Partner Director are set forth in Exhibit F. The Partner Director will support the Combined Cohort and be recognized by Partners in this role. Per the terms of Exhibit A, Alder GSE will contribute a single amount to support one Partner Director for the Combined Cohort

g) Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in credential courses and Master's courses at Alder GSE. The field/classroom placements for the California teaching credential shall take place on the Partner campuses. The specific placement assignments for each Resident shall be mutually agreed upon by the Parties. Partner shall be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.

h) Partner agrees to participate in surveys to provide feedback to Alder GSE.

2) The Program.

a) Alder GSE shall be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in Exhibit B attached hereto.

b) Partner shall provide one mentor ("Mentor Teacher") for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner shall be responsible for the cost of Mentor Teachers in accordance with Exhibit A. The Mentor Teachers shall be responsible for all duties set forth in the Mentor Teacher job description attached hereto as Exhibit C. Alder GSE shall be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In the event a Mentor Teacher is unable to complete the full academic year, Partner shall be responsible for finding a replacement Mentor Teacher as soon as reasonably practical.

c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment.

d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in Exhibit D. Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder GSE's formal education program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) there are attendance requirements for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) and that Partner must not use Residents for substitute teaching or to otherwise displace the work of paid personnel of the Partner; (v) that Residents should have no expectation of compensation for work performed during the program; (vi) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vii) that there is no guarantee of a paid job for the Resident with the Partner at the end of the program.

e) Partner shall permit and encourage the Partner Director to attend at least four days of faculty development per year. Travel and lodging expenses for this professional development will be shared with Alder GSE as set forth in Exhibit A. Exhibit G sets forth Alder GSE's faculty development policy for Partner Directors including a list of the faculty development options available.

3) Marketing and Admission.

a) The Parties shall work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials; provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Director and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in Exhibit A, each party shall be responsible for its own costs and expenses associated with the marketing and promotion of the Program.

b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "Burbank USD Teacher Residency at Alder GSE" to refer to its program on all materials.

c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE shall mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.

d) Partner shall be responsible for the nomination of candidates to the Program using the criteria attached hereto as Exhibit E. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner shall be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.

e) Partner shall review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE shall grant admission based on the criteria set forth in Exhibit E. Alder GSE will communicate admission decisions to Partner, and then to Residents.

f) Partner may recruit candidates who are considering applying to one or more other Alder GSE partner program, provided that once a candidate has formally applied to a specific Alder GSE partner program, Partner will cease to recruit that Resident.

g) The Parties agree that, unless otherwise mutually agreed in writing with respect to any given program cohort, in order for the Program to go forward for that cohort, at least 23 Residents must be enrolled in the Combined Cohort for 2021-22 school year and every subsequent year by Partners (implying a minimum target of 20 Residents who complete the program after allowing for expected attrition); or philanthropic support must have been identified to ensure tuition funding at the level of 23 Residents. Potential Residents will be notified of this contingency as part of the application process. Partner will enroll 4-6 Residents in the 2021-22 year.

4) Classroom Facilities and Course Scheduling.

a) Each party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (the "Program Facilities"); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (the "Program Equipment"); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in Exhibit A. Partners will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Director (described in Exhibit F) and the full cohort of Mentor Teachers during mentor trainings (described in Exhibit C).

b) The Partner Director and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (the "Schedule") and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.

c) Residents will register for courses in the Program directly through Alder GSE's online registration system. Registration for all courses will occur before the beginning of each term.

d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Director to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.

e) At the conclusion of each Program cohort, all Residents will participate in Master's oral examinations. Oral examinations will take place at locations as mutually agreed by the Parties, and will be scheduled and conducted, and the Resident's performance during the examination will be evaluated, in accordance with Alder GSE's practices.

5) Faculty; Program Support; and Resident Services.

a) Alder GSE shall select Instructors for the Program, following the processes and requirements set forth by Alder GSE's Faculty Hiring, Development, and Evaluation committee.

b) Both Parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers and Instructors as needed, and will include the other party in such communications.

c) Alder GSE will provide initial and ongoing advisement to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE policies.

d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing policies for maintenance of student records.

e) Partner shall provide stipends to Mentor Teachers as described in Exhibit A.

6) Financial and Payment Terms.

a) Residents will remit tuition payments for the Program directly to Alder GSE.

b) Each party shall be responsible for all other costs, fees and stipends in connection with the Program as set forth in Exhibit A.

c) Each party shall invoice the other party for all amounts owed to such party as calculated per Exhibit A on a

quarterly basis. Each party shall remit payment to the other party within thirty (30) days after receipt of invoice.

7) Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall continue until June 30, 2022. This Agreement will renew automatically for one year unless either party provides the other party with written notice via email by January 1 of their intention not to renew on June 30 of that same year. During the year following a nonrenewal, enrolled Residents will participate in the Program, but no new Residents will be recruited. The initial term and any successive renewal terms are collectively referred to as the "Term".

b) Termination for Cause. Each party shall have the right to terminate this Agreement in the event of the other party's material breach of this Agreement; provided, however, that such termination will not become effective unless and until (i) the party not in default has given the other party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the party not in default within 30 business days following the giving of the notice.

c) Effect of Termination. Any early termination of this Agreement shall be without prejudice to any claims or damages or other rights of one party against the other party. In the event of early termination of this Agreement by either party:

i) Residents affected by early termination may continue in obtaining their Master's degree, but will no longer be considered part of a Program cohort. Alder GSE, in its discretion, may place affected Residents into a different teacher residency program. Partner will reasonably cooperate with Alder GSE with such transition.

ii) Partner shall immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation of the Program up to and including the date of notification of termination of this Agreement.

iii) Alder GSE shall immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.

8) Confidentiality.

a) At all times hereafter, each party (the "Receiving Party") will keep in confidence and trust all confidential and proprietary information of the other party (the "Disclosing Party") that the Receiving Party learns of or receives from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party's advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section shall not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party's failure to comply with the provisions of this Section 8(a) shall constitute a material breach of this Agreement.

b) If Alder GSE provides Partner with access to Student Data (as defined below) or if Partner provides Alder GSE with access to Student Data, the following provisions shall apply:

i) Definition of Student Data. All "education records" and the "personally identifiable information" contained in

those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner students and are provided by Partner to Alder GSE shall be deemed "Student Data" for purposes of this Agreement.

ii) Use of Student Data. Both Partner and Alder GSE shall use the other party's Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE shall use the other party's Student Data to for purposes of completing the objectives of the Program as defined herein.

iii) Access to Student Data. Student Data provided by Alder GSE to Partner shall be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE shall be accessed only by authorized employees of Alder GSE.

iv) Sharing of Student Data. Neither Partner nor Alder GSE shall share the other party's Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.

v) Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, shall remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, shall remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.

vi) Security of Student Data. Both Partner and Alder GSE shall store and process the other party's Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and technical safeguards and security measures (including, but not limited to, encryption, where appropriate or required by law) designed to secure Student Data from destruction, loss, unauthorized access, altercation, disclosure, and use and which shall be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner's data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE shall conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party's Student Data in a timely manner.

vii) Student Data Breach. Both Partner and Alder GSE agree that each shall notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party's Student Data or the unauthorized disclosure of or access to the other party's Student Data. In such a case, Partner or Alder GSE, as appropriate, shall provide all information reasonably required by the other party, shall investigate, mitigate, and remediate the breach, and shall provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.

viii) Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE,

Partner shall return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE shall return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix) Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DDoS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security audits performed in accordance with this provision shall be subject to the following conditions:

(1) Both Partner and Alder GSE and any auditor shall conduct no more than one audit in any calendar year except that they may conduct additional audits when:

(a) Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.

(b) Party is required or requested to carry out an audit by applicable law.

(2) The cost of any audits conducted by Partner and/or its auditors shall be borne solely by Partner.

(3) The cost of any audits conducted by Alder GSE and/or its auditors shall be borne solely by Alder GSE.

(4) Parties shall give reasonable notice of any audit and shall make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.

(5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:

(a) to any individual unless he or she produces reasonable evidence of identity and authority; or

(b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.

x) Partner's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement.

9) Proprietary Rights.

a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE shall own all course syllabi, course descriptions (including title, course scope and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and derivative works to such material ("Alder GSE Work Product").

b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, nontransferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.

c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information related to the background, characteristics, and performance of any applicants, Residents, alumni, and Mentor Teachers associated with the Program as compared to their peers. Partner agrees that Alder GSE may use such data to measure the impact and value of the program for Partner and Alder GSE. Alder GSE seeks to share impact and value information with Partner to facilitate the calculation of Partner's Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track across partners include but are not limited to (i) demographics of applicants, Residents, alumni, and Mentor Teachers, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized student data. Alder GSE shall provide a template for such data requests in advance. Partner designates Sarah Niemann, Assistant Superintendent, Human Resources, to be the main contact for such data requests.

   Partner hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use, copy, modify, create derivative works and otherwise exploit the foregoing for its lawful business purposes.

10) Indemnification.

a) Each party ("Indemnifying Party") shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents ("Indemnified Party") from and against any and all costs, liabilities, and expenses (including reasonable attorneys' fees) payable to third parties for claims arising in whole or in part out of the acts or omissions of the Indemnifying Party, its officers, employees or agents. To avoid any doubt, the term "third parties" includes any individual or entity other than Alder GSE and Partner, including but not limited to employees and students of Alder and the Partner; and their respective parents/guardians, heirs, assigns or estates. The covered claims include, but are not limited to, those arising from breach of this Agreement, violation of applicable laws or regulations, breach of any duty, or other common law claims, in contract or tort. Provided, however, that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party's prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.

b) Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys' fees related to or arising out of any allegation, lawsuit, charge, claim, or audit ("Claims") brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner's classification or treatment of Residents as employees or non-employees for purposes of Partner's employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age

Discrimination in Employment Act, the American's with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents.

11) Insurance.

a) Insurance Requirements. Prior to the commencement of services and throughout the term of the Agreement, Partner shall maintain the following insurance coverages at its sole cost and expense:

i) Commercial General Liability insurance which shall be written on an occurrence basis covering claims against bodily injury (including death) and property damage with limits not less than those specified below. Said policy shall include broad form contractual liability and products-completed operations coverage.
(1) $1,000,000 per Occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage
(2) $2,000,000 General Aggregate
(3) $2,000,000 Products-Completed Operations
To the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.

ii) Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than $1,000,000 per accident. To the fullest extent permitted by law, Alder GSE, its directors, officers, employees, agents, and volunteers must be covered as Additional Insureds by way of an endorsement on a primary and noncontributory basis on all underlying and excess and/or umbrella policies.

iii) Worker's Compensation insurance as required by the State of California, and Employer's Liability coverage with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Alder GSE, its directors, officers, employees, agents, and volunteers.

iv) Educator's Legal Liability/Professional Liability with limits of not less than $1,000,000 per occurrence or claim and $2,000,000 in the aggregate. If Professional Liability/Educator's Legal Liability coverage is maintained on a claims-made basis, the following shall apply:
(1) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
(2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
(3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Partner must purchase an extended reporting period (tail coverage) for a minimum of three (3) years after completion of the contract services.

b) Continuous Coverage. Should any of the insurance required of Alder GSE or Partner under this Agreement be provided under a claims-made form, Alder GSE and Partner shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or earlier termination of this Agreement, such that, should occurrences during the term of this Agreement give rise to claims made after the expiration or termination of this Agreement, such claims shall be covered by such claims-made policy (or an equivalent policy affording prior acts coverage).

c) Insurance Carriers. All insurance required to be maintained by Partner shall be issued by insurance carriers

authorized to do business in the State of California with an A.M. Best rating of not less than A- VII.

d) Certificates and Endorsements. Prior to the commencement of services, Partner shall provide the Alder GSE with Certificates of Insurance evidencing the insurance required under the Agreement. Acceptance of Certificates of Insurance by the Alder GSE shall not relieve Partner of any of the insurance requirements, nor decrease the liability of Partner under the Agreement.

e) Waiver of Subrogation. Each insurance policy required of Alder GSE and Partner under this Agreement shall include a waiver of subrogation clause.

f) Cancellation. Each party agrees that in the event of cancellation or non-renewal of any of the policies referenced in this Agreement, the party whose insurance is being cancelled will fax to the other party a copy of the insurer's cancellation or non-renewal notice at least twenty (20) days prior to such cancellation or non-renewal.

g) The insurance required under the Agreement may be obtained by a combination of primary, excess, and/or umbrella insurance and coverage shall be as broad as the requirements listed in the Agreement.

h) Partner's insurance shall be primary with respect to its performance under this Agreement and any insurance or self-insurance procured or maintained by Alder GSE shall not be required to contribute to it.

i) The insurance requirements under the Agreement shall be the greater of (i) the minimum coverage and limits specified in the Agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of Partner under this Agreement.

j) A severability of interest provision must apply for all the Additional Insureds, ensuring that Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

12) Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF FIFTY THOUSAND ($50,000) AND THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM.

13) Miscellaneous.

a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.

b) Use of Names and Logos. Both Parties agree that they shall not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in

any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.

c) No Assignment. Neither party may assign or otherwise transfer this Agreement, in whole or in part, without the other party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and assigns.

d) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class, postage prepaid. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Partner: Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources
Burbank USD
1900 W. Olive Ave
Burbank, CA 91506

If to Alder GSE: Alder GSE
2946 Broadway, Suite B
Redwood City, CA 94062
Attn: Julie Fabrocini

e) Compliance with Laws. Each party shall be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement. The parties recognize that the Teacher Residency is or may be considered a "program or service" of both Alder GSE and Partner, and that Residents are participants or beneficiaries of the program or service, under various federal, state and local laws, including but not limited to non-discrimination laws (e.g. ADA Title II, Section 504, Title VI, Title IX and the Age Discrimination Act) . The parties agree that they will comply with these and all other laws applicable to applicants for residency or Residents. The parties will coordinate with each other regarding any overlapping issues that may arise (e.g. discipline or termination) under such procedures as the parties may establish under this MOU. Issues involving requests for accommodations by applicants or Residents will be addressed under the Resident Accommodation Procedures (Exhibit H).

f) Program Accreditation and Other Compliance Issues

i) State Authorization, Accreditation of Alder GSE. Partner shall fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission ("WSCUC") (Alder GSE's accrediting agency), California Commission on Teacher Credentialing ("CCTC"), or California's Bureau of Private Postsecondary Education ("BPPE") or for other reasons as required by WSCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).

ii) Accreditation, Licensing, and Credentials. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish

to the other evidence of such accreditation, licensing, and credentials upon request by the other.

g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.

h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

i) Construction. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting.

j) Amendment: This Agreement shall not be altered, modified, or amended except by a subsequent written instrument executed by the Parties hereto. Such amendment shall not be effective until all Parties approve it.

k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the Parties and supersedes any prior agreement between the Parties. No prior agreements or understandings, oral or otherwise, of the Parties or their agents, officers or representatives shall become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.

l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) shall survive the termination or expiration of this Agreement for any reason.

n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures shall be deemed as original.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the parties hereto as of the Effective Date.

Partner	Alder GSE
By: _____	By: _____
Matt Hill, Ed.D Superintendent	Heather Kirkpatrick President & CEO
Date: _____	Date: _____

Exhibit A
Budget

The Parties agree to be responsible for Program costs according to the following:

Cost	Covered by Alder GSE	Covered by Partner(s)
Facility overhead and administrative costs	100% of costs when on Alder GSE secured sites	100% of costs when at Partner Sites including provision of a room large enough to host Resident and Mentor Seminars
Partner Director Salary & Benefits	$100,000 to Root Partner if enrollment minimums in Section 3g have been met and Partners' Residents are paying tuition	All other costs
Partner Director Faculty Development Costs (travel, fees, etc.; see Exhibit G)	Up to $2,000	Up to $2,000 to cover Partner Director's attendance at two Alder staff retreats per year
Instructors	100%	$0
Mentor Teachers	Curriculum and Instruction Costs for Mentor Seminar Only	$1,911 Mentor Stipend
Recruiting and Marketing	Alder GSE materials and shared materials	Partner costs (Option to divide marketing events strategically with Alder GSE)
Testing Support	$200 of the EdTPA fee per Resident	
Materials and Supplies	50% discount on test prep for individual Residents	

Exhibit B

Program Courses

Alder Graduate School of Education Course Scope and Sequence- 2020/2021

Course	Units Single Subject Credential	Units Multiple Subject Credential	Units Ed Specialist Credential	Format
Term - Summer 1				
ED 200- Identity and Teaching	3	3	3	in person
ED 220- Resident Seminar 1	1	1	1	in person
SPED 200- SPED Foundations of Inclusive Education	3	3	3	in person
ED 230- Elementary Literacy & Content Methods 1	n/a	3	3	in person
ED 240: Principles of Teaching Science in Secondary I	2 (SS Science Only)	n/a	n/a	in person
ED 250: Principles of Teaching Math in Secondary I	2 (SS Math Only)	n/a	n/a	in person
ED 260: Principles of Teaching English Language Arts in Secondary I	2 (SS ELA Only)	n/a	n/a	in person
ED 270: Principles of Teaching Social Studies in Secondary I	2 (SS Social Science Only)	n/a	n/a	in person
ED 280: Principles of Teaching Spanish/World Languages in Secondary I	2 (SS Spanish Only)	n/a	n/a	in person
ED 235- Disciplinary Literacy in the Secondary Classroom	1	n/a	n/a	in person
Term - Fall				
ED 224 - Residency Fieldwork 1	1	1	1	fieldwork
ED 221 - Residency Seminar 2	3	3	3	in person in seminar, taught by directors
ED 231- Elementary Literacy & Content Methods 2	n/a	2	2	hybrid- 1 unit taught online, 1 unit taught in regions
ED 241: Science Planning, Assessment, and Instructional Strategies I	2 (SS Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 251: Math Planning, Assessment, and Instructional Strategies I	2 (SS Math Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 261: ELA Planning, Assessment, and Instructional Strategies I	2 (SS ELA Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 271: Social Science Planning, Assessment, and Instructional Strategies I	2 (SS Social Science Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 281: Spanish/World Languages Planning, Assessment, and Instructional Strategies I	2 (SS Spanish Only)	n/a	n/a	hybrid-

				1 unit taught online, 1 unit taught in person
SPED 201- Positive Behavior Support	n/a	n/a	2	online
ED 205 - Language Use in Multilingual Classrooms	3	3	3	online
ED 210: Child and Adolescent Development and Learning Theory (Developmental Science in the 21st Century, Theoretical Models for Early Childhood and Adolescence)	3	3	3	online
Term - Spring				
ED 225 - Residency Fieldwork 2	1	1	1	Fieldwork
ED 222 Residency Seminar 3	2	2	n/a	in person at seminar
ED 242: Science Planning, Assessment, and Instructional Strategies II	3 (SS Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 252: Math Planning, Assessment, and Instructional Strategies II	3 (SS Math Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 262: ELA Planning, Assessment, and Instructional Strategies II	3 (SS ELA Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 272: Social Science Planning, Assessment, and Instructional Strategies II	3 (SS Social Science Only)	n/a	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 282: World Languages Planning, Assessment, and Instructional Strategies II	3 (SS Spanish Only)	n/a	n/a	hybrid- 1 unit taught online, 1 unit taught in person
ED 232: Multiple Subject STREAM Content Methods	n/a	3	n/a	hybrid- 2 units taught online, 1 unit taught in person
ED 290 - Action Research	2	2	2	online
SPED 202 - The Art of Case Management & Collaboration	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
SPED 203 - Instructional Methods for Mild/Moderate Disabilities	n/a	n/a	3	hybrid- 1 unit taught online, 2 units taught in person
Term - Summer 2				
ED 226 Residency Fieldwork 3	1	1	1	fieldwork
ED 291- Scholarship, Synthesis, and Setting the Foundation	2	2	2	online
ED 233: Elementary Literacy and Content Methods III	n/a	1	n/a	online
ED 243: Principles of Teaching Science in Secondary II	1 (SS Science Only)	n/a	n/a	online

ED 253: Principles of Teaching Math in Secondary II	1 (SS Math Only)	n/a	n/a	online
ED 263: Principles of Teaching ELA in Secondary II	1 (SS ELA Only)	n/a	n/a	online
ED 273: Principles of Teaching Social Science in Secondary II	1 (SS Social Science Only)	n/a	n/a	online
ED 283: Principles of Teaching Spanish/World Languages in Secondary II	1 (SS Spanish Only)	n/a	n/a	online
SPED 204: Math Methods for Ed Specialists	n/a	n/a	1	online

Exhibit C

Mentor Teacher Requirements

SAMPLE

Residency Mentor
Memorandum of Understanding (MOU) of Responsibilities and Payment

Statement of Purpose
This Memorandum of Understanding ("MOU") is established between the ABC Program and (name) _____, who will be performing the role of the Mentor Teacher (the "Mentor") for the ABC Program during the XYZ school year. The purpose of the MOU is to articulate basic guidelines, performance expectations and mutual understandings/agreements necessary to ensure the success of training Teacher Residents (the "Residents"). The MOU clarifies the focus and intent of the joint working relationship, support, cooperation and coordination between the Mentor and ABC Program.

Expectations for Mentors

All Mentors will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking and, be recognized as excellent teachers by their program, and have not less than three years of teaching experience.

To support Residents' deliberate learning and their development in the profession of teaching, Mentors must perform their work at a high level and meet the expectations described in this MOU. Mentors are also responsible for ensuring that their classroom, with Residents, delivers what is needed to support the achievement of our students.

Time Commitment

The role of a Mentor Teacher is a significant time commitment. It is expected that Mentors will make mentoring duties their top after school priority. This may mean that, as a Mentor, the teacher will need to drop one or more extra commitments such as being a lead teacher, working in the after-school program or running a student club. There is no absolute prohibition of other activities, but each Mentor should discuss his or he r plans with his or her principal as well as with the Regional Director to reach consensus on what commitments are reasonable.

Time Commitments of the Mentor role include:

Mentors will be expected to formally plan with their Residents, which includes at least 2 hours of "Sacred Meeting Time" every week.

Mentors need to be available during the entire school year in order to participate in the program.

Mentors agree to be supported and coached by the Residency Program Director in their work as Mentors. These biweekly or monthly coaching sessions will run on site in the Mentor's classrooms.

Mentors will attend ten Mentor trainings which includes the one-day orientation in the summer.

New Mentors will attend a "Mentoring 101" session before the start of the XYZ school year.

Mentors will respond to email within the 24-48 hour turnaround time frame.

Mentors will attend at least one ABC Program event of their choosing throughout the year (e.g. Interview Day, Application Scoring, etc.)

(initials): ___/___

Mentors perform many roles for their Residents including coach, administrator and evaluator as well as being a model for best practices. Mentor roles and responsibilities include:

Modeling

- Mentors are asked to model best practices for the Resident and ask the Resident questions about coursework so that all of us are sharing vocabulary and expectations throughout the year. This type of sharing will allow for more focus and better collaboration.

- All practices should be modeled and guided before releasing them to the Resident.

  (initials): ___/___

Co-Teaching

- Mentors will work one-on-one sharing their classroom, preparation and teaching with a Resident four full days each week of the year.

- Mentors will introduce the Resident to students on the first day as a Co-Teacher.

- Mentors will be expected to analyze their decision making and explain it to their Residents daily. Out loud thinking and "naming it while you are doing it" is what will make your planning and teaching decisions transparent so Residents can begin to develop similar thinking patterns or allow them to challenge you/their Mentors' thinking.

  (initials): ___/___

Gradual Release

- Mentors will gradually release increasing responsibility to their Residents, while providing oversight and supervision of Residents. . For example, Mentors model specific techniques, then Residents and Mentors co-teach, then Residents Lead Teach for 15 minutes, then 30 minutes, then an hour and so on so that by the spring the Residents are (ideally) making many of the classroom decisions and leading much of the classroom work under the direct supervision of the Mentors.

- Mentors will release all teaching responsibilities to resident during the designated takeover days and weeks.

  (initials): ___/___

Coaching

- Mentors will observe and provide feedback to Resident at least once per week. This weekly feedback will be in written form that is communicated with Director.

- Mentors will review lesson plans and provide feedback before the Resident teaches them at least once per week, including lesson plans for Director visits.

- Being an effective coach for adult learners, including:
  - Establishing effective relationships with each Resident, including showing through words and actions the belief that the Resident can meet high expectations
  - Making explicit to Residents and the Mentor's philosophical approach and reasoning behind instructional decisions

- Using reflective conversation skills to engage Residents in collaborative problem solving
- Designing and implementing effective routines to support Residents' learning
- Promoting Residents' development of professional responsibility and creating opportunities for the Resident to engage with families and the broader school community

(initials): ___/___

Evaluation

- Mentors will be engaged in ongoing formative and informal evaluations of their Residents throughout the year, including a mid-year survey that involves an evaluation of their Resident.

(initials): ___/___

Administration

- Mentors will include Residents in all school retreats, meetings, events, team meetings, parent-teacher and student-led conferences.
- Mentors will serve as an ambassador of their Resident to colleagues and their principal to make sure that the Resident is included and supported by the school from day one.
- Mentors will complete two surveys on what is working and what is not about the Residency Program over the course of the year.
- Mentors will be video-taped and observed, with advanced notice, periodically throughout the school year in their work with their Resident.
- Mentors will make every reasonable effort to be present at school, limit absences, and model professionalism in terms of presence on the school site.

(initials): ___/___

ABC Teacher Residency Mentor Benefits

- Mentors will receive a $____ stipend over the course of the school year.
- Mentors will receive $_____ to spend on their own professional growth goals.
- Mentors will be trained as described above.
- Mentors will receive coaching from ABC director to support them as described above.
- Mentors will have a cohort of fellow Mentors with whom to think and discuss teaching, learning and mentoring, including once monthly mentor buddy meetings.
- Mentors will share the work of planning, grading and teaching with someone else.
- Mentors will have the satisfaction of bringing someone into one of the most extraordinary professions in the world and ensuring that they are the most successful teachers they can be.

(initials): ___/___

Assignment

Assignments are contingent upon a match at your school site and will change each school year. We will also evaluate your work as a Mentor to determine whether or not you are eligible to continue working with the Residency Program. This means that while we recognize you as eligible to work as a Mentor, there must be someone for you to mentor.

A Mentor may not assign or delegate any mentoring tasks to anyone for any part of his/her duties under this MOU without prior approval from the Residency Program Manager.
Assigned tasks and expectations are listed in the first portion of this MOU.

Payment

In consideration for the coaching services to be performed by the Residency Mentor:
ABC Public schools agrees to pay the Residency Mentor at the rate of $_____ per year.
(initials): ___/___

Terms of Payment

ABC schools shall pay the Residency Mentor. The Residency Mentor will receive the $_____ stipend in bi-weekly payments.

Term of MOU

This MOU will become effective when signed by both parties and will terminate on _____, unless terminated earlier as provided below.

Terminating the MOU
Either party may terminate this MOU without cause effective after sixty (60) days prior written notice. Either party may terminated this MOU with cause effective immediately.

Confidentiality

Residency Mentor will not disclose or use, either during or after the term of this MOU, any confidential information of the participating teacher and/or ABC without the participating teacher's prior written permission except to the extent necessary to perform services on participating teacher's behalf. Confidential information includes without limitation:

- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of ABC sites, or any family information associated with any pupil in attendance at any of our school sites.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any teacher, principal or staff member employed at any of ABC sites, or any family information associated with any teacher, principal or staff member of any of our school sites.

Implementing the Memorandum of Understanding

This Memorandum of Understanding expresses our agreement on and common understanding of the goals of the ABC Mentor as described by, but not limited to, the above items. This MOU will become effective when signed by all parties below, and will remain effective through the XYZ school year.

Commitment to Teaching Position & School

Once the Mentor has met a Resident and agreed to mentor him or her, the Mentor is also agreeing to stay in the same teaching position for that school year. It is imperative that the Mentor stay at the same school and in the same position because the Resident is anticipating this consistency. If a Mentor were to leave a school or position, the Resident may end up without a placement. Please

---

initial (_____/_____) that as a Mentor you understand the importance of this commitment.

Signatures

Residency Mentor _____
print

Residency Mentor_____ Date _____
signature

Program Director
_____
print

Program Director _____ Date _____
signature

Exhibit D

Partner Expectations

The following represent Alder GSE's programmatic expectations of all Partners:

- Partner serves a population of students from traditionally underserved communities.
- Partner is willing to engage in conversations about what makes a great teacher and to collect and provide data on metrics such as retention, effectiveness and demographics.
- Partner's board, union, parents and leaders are supportive of the partnership.
- Partner engages in collaborative conversations to establish a shared understanding of effective teaching.
- Partner commits to appointing one full FTE who meets the criteria for Director role (cost to be shared by Partner and Alder GSE after the Planning Year and once students are paying tuition as specified in Exhibit A) and Partner commits to supporting Mentors with stipends.
- Partner supports the professional development of the Partner Director.
- Partner recognizes that Residents are students and will seek to invest in the development of the Residents as lifelong educators.
- Partner is ready, willing and able to organize meetings with the appropriate range of interested parties; to ensure open lines of communication throughout the partnership; and to support the cadre of individuals committing to this work.
- Partner is ready, willing and able to release Mentors once/month and during take over weeks.
- Partner is ready, willing and able to participate in recruiting and selection as set out in this agreement.
- Partner expects its Residents to be committed to the Program and not have more than 10 absences in the classroom for any reason; In the event a Resident has ten or more absences, Partner and Alder GSE shall work together to address the issue with the Resident.
- Partner demonstrates commitment to collaborative evidence-based practices and continuous program improvement.
- Partner has partnerships with appropriate other educational, social, and community entities that support teaching and learning.
- Partner places students with disabilities in the Least Restrictive Environment (LRE).
- Partner will ensure education specialist candidates have opportunity to interact with different age groups in both general and special education settings reflecting the continuum of placement options in a way that meets the requirement of their academic program.
- Partner places students, where applicable in an environment that will provide support for dual language learners with disabilities.
- Partner provides robust programs and support for English learners.
- Partner reflects to the extent possible socioeconomic and cultural diversity.
- Partner permits video capture for candidate reflection and TPA completion.
- Partner ensures that school sites hosting Residents have a fully qualified site administrator.
- Partner is committed to equal employment opportunity and non-discrimination in employment, and all other programs and services, on the basis of any status protected by applicable federal, state and local laws, including race, sex, national origin, religion, age, disability, gender identity and sexual orientation.
- Partner has established procedures for promptly investigating and remedying harassment based upon protected characteristics.

- The Partner's policies and procedures for sexual assault and sexual harassment meet or exceed the requirements of Title IX.
- Partner is committed to diversity and inclusion in its programs and services.

Alder GSE has the following additional organizational expectations for Partners –both public districts and public charter management organizations:

- Partner actively engages and elevates teacher voices.
- Partner ensures that selection of K-12 students is transparent.
- Partner abides by fair and transparent teacher qualification requirements, student enrollment and exit policies.
- Partner advocates for equitable funding across all local public charter and local public district schools.
- Partner encourages transparency of funding sources.
- Partners contributes to a network of schools established by the publicly elected board that grants charters and oversees the public schools so that the public-school network serves all students and all families.
- Partner promotes accountability to the publicly elected board and to the commitments made to the students and families.
- Partner understands the important role that organized labor and unions have played in our country's history.

Exhibit E

Resident Application Criteria

To be eligible to apply to the Teacher Residency at Alder GSE, applicants must:

- Complete a bachelor's degree from an accredited domestic institution
- Have maintained a GPA of 3.0 or higher on the last 60 units of 90 units earned[1]
- Be eligible to work in the U.S. for purposes of teacher credentialing

To be selected for the Teacher Residency at Alder GSE, an applicant must demonstrate the Alder GSE Competencies listed below.

1. **Academic Achievement & Performance:** Demonstrates a commitment to excellence and exhibits a history of excellence in education.
2. **Communication Skills:** Demonstrates the capacity to communicate and write clearly.
3. **Commitment to Career in Teaching in Underserved Schools:** Believes that learning to teach is a lifelong endeavor worth of the pursuit. Embodies our commitment that every student has access to great teachers and equitable education.
4. **Commitment to Inclusive Community:** Believes in the tenets of equity and inclusion. Can work with others across communities, beliefs and backgrounds. Empathetically understands the needs and desires of the students and families we serve.
5. **Purposefulness & Resiliency:** Understands, embraces and consistently takes deliberate action to achieve Alder's vision and mission (see below). This includes long term goal setting, backwards mapping from the goal(s) and taking steps along the path toward the goal(s). Remain committed and actively engaged even when faced with difficult challenges.
6. **Collaboration:** Develops strong relationships with colleagues, works from a "one for all, all for one" premise in order to accomplish more together than is possible alone.
7. **Growth Mindset:** Demonstrates the discipline to continually improve. This includes the habit of reflection and analysis of what worked and what did not work and what the best next steps are.

Alder GSE will keep Partner informed of any changes in criteria and nomination systems.

[1] Individuals with a GPA below 3.0 may apply, but must follow the Alder GSE process for application appeals.

Exhibit F

Sample Partner Director of Teacher Residency Job Description

GENERAL SUMMARY

The mission of the Alder Graduate School of Education is to create opportunity and cultivate success for every student by recruiting and educating excellent teachers and leaders who reflect our schools' communities. At Alder GSE we invest in and develop great teachers. Partner directors collaborate in building Alder GSE's educational program with TK-12 school partners, and in ensuring the realization of our vision: outstanding teachers and leaders change students' lives and make the world a better and more just place.

The Partner Director of Teacher Residency is responsible for the oversight and execution of the Teacher Residency Program for their region. The Residency will include seminar instruction as well as individual coaching to support and create an excellent pipeline of teachers.

ESSENTIAL DUTIES & RESPONSIBILITIES

- Design and facilitate group instruction for all Residents in their region each week based on best practices in adult learning and teacher education, working very closely with the other Alder Directors to align trainings to meet the needs of the Residents in the region.
- Engage in collaborative, cross-regional work
- Lead site visits that foster resident and mentor growth
- Supervise, manage, and support Residents through the Residency year
- Design and facilitate group instruction for all Mentors each month and provide on-going coaching and support
- Work with the Lead Mentor, Program Supervisors, and departments in the Region to successfully support Residents and Mentors
- Promote the growth of the Alder Graduate School of Education
- Support and collaborate with principals who work with Residents
- Collaborate with the Alder team to recruit, select, and match an excellent Resident/Mentor cohort each year
- Travel as necessary to school sites
- Co-plan and run summer Mentor-Resident Orientation and other training activities for Mentors and Residents
- Participate in weekly Residency team meetings, Leadership Retreats, all Resident selection and assessment and other events as part of the Leadership Team (e.g., Director's Meetings)
- Demonstrate knowledge of, and support, regional mission, vision, value statements, standards, policies and procedures, operating instructions, confidentiality standards, and the code of ethical behavior
- Perform other related duties as required and assigned

QUALIFICATIONS

1) Required knowledge, skills & abilities:

- Experienced in supporting highly effective and new teachers
- Deep knowledge in curriculum, instruction and adult learning
- Excellent organization, time management and follow-up skills; high sense of urgency; demonstrated ability to handle multiple projects concurrently; ability to work independently
- Ability to handle confidential and sensitive issues with diplomacy and even-handedness and ability to work effectively with teammates of all levels

- Proven leadership skills with exceptional ability to bridge and enhance cooperative working relationships
- Ability to work in ambiguous, complex, and rapidly changing environments
- Excellent communication skills and demonstrated experience collaborating with diverse stakeholders
- Enthusiasm for the role and required tasks
- Belief that education transforms lives and that every student deserves the opportunity to go to college
- Passion for graduate schools of education and their communities
- Enthusiasm for Alder GSE's mission and vision, as well as that of partner organization

2) Minimum educational level:

- Doctoral level degree preferred. Master's level degree in relevant field also accepted

3) Experience required:

- 5 or more years of experience and success in related roles

COMPENSATION

varies by partner

Exhibit G

Alder GSE Faculty Development Policy for Partner Directors

FACULTY DEVELOPMENT OPPORTUNITIES

Our WHY: Alder GSE's mission (and hedgehog) is excellent teachers. We invest and support the development of everyone on the team to think and iterate and continue to grow and learn more each year about how to come closer and closer to realizing our mission and ensuring that every K-12 teacher is excellent. Our policy around teacher educator/faculty support below is an effort to do this well for Partner Directors.

Partner Directors are classified as Clinical Faculty in Alder and are encouraged to attend faculty development experiences each year.

Root Partner[2] Directors are encouraged to attend two Alder retreats, two Alder faculty meetings, and at least one other event. Among the faculty development experiences Alder recommends are events facilitated by:

- American Association of Colleges of Teacher Education (AACTE)
- National Center for Teacher Residencies (NCTR)
- National Equity Project (NEP)
- Learning to Teach/Teacher Prep Portfolio (or other Schusterman Foundation events)
- UnboundEd
- Teaching Works

Directors should work with the Alder Dean/Associate Dean and their Supervisor in their program to identify faculty development experiences best aligned with professional and program goals.

Branch Partner Directors[3] are encouraged to attend one local Alder retreat and two Alder faculty meetings.

COVID-19 UPDATE: In light of the pandemic, all in-person faculty development is on hold until further notice:
Alder retreats will be virtual at least through December 2020
Alder will look for other virtual development opportunities

EXPENSE REIMBURSEMENT

Alder will contribute up to $2,000/year toward expenses related to this faculty development. (Should the position be shared by more than one person throughout the year, the $2,000 will be shared between them. During the Planning Year, Alder will prorate its contribution based on the number of months the Partner Director is employed in the position.) The K12 partner (or partners in a combined cohort) will be expected to contribute up to a total of $2,000/year toward development opportunities other than Alder retreats, and Alder will cover the Partner Director's expenses related to attendance at the two Alder retreats. Allowable expenses include:

[2] Root Partner is defined as the organization who employs the Partner Director for a cohort; the Root Partner Director is the primary person responsible for a given cohort and is designated in the MOU.

[3] A Branch Partner Director may exist for some combined cohorts and will be designated in the MOU. That person may support the Root Partner Director with observations or related work.

- Airfare or mileage
- Parking and tolls
- Lyft, Uber or taxis
- Rental cars
- Lodging (shared room when possible)
- Meals
- Registration fees
- Other expenses as appropriate and approved by Alder Dean and Partner Supervisor

Note that faculty development funds are not intended for expenses unrelated to faculty professional development (ie seminar supplies or lunches, which are covered by Partner etc).

Exhibit H

Resident Accommodation Procedures

As described in Alder's GSE Disabilities and Accommodations Procedures, we are committed to complying with the ADA and Section 504 in connection with all of our programs and services, including residency. This include ensuring that reasonable accommodations are provided for qualified students with disabilities.

Teacher Residency is or may be considered a "program or service" of both Alder and its Partner, where each have obligations under ADA II, Section 504 and potentially other laws that prohibit discrimination on the basis of disability, including the affirmative requirement to provide reasonable accommodations. These procedures set out how Alder and its Partners will handle such requests.

We recognize that Alder and the Partner must be in agreement on any accommodations that will occur at the School site. The K-12 partner (using its own procedures, which will typically include the site-administrator and its human resources department), must decide whether to agree to accommodations and how those will be monitored. Alder and the Partner will also need to determine who will bear the cost of any necessary accommodations.

Initial Intake

Alder asks all students requesting accommodations whether they will need accommodations at their site-placement. Sometimes students will not know they have a need until they are at the site, or a need for accommodations may develop during the Residency. If a Resident with a disability makes a request directly to the Partner, that request shall be forwarded to the Alder GSE Office of Student Services.

That Office will make an initial determination of whether the Resident has a disability, and whether the Resident's documentation supports the supports the need for an accommodation during the site placement. If the Resident is not already approved for academic accommodations, the Office of Student Services will follow its usual procedures. The Office of Student Services will also make an preliminary determination of whether the requested accommodation is reasonable (e.g. burden) and would not waive essential requirements or result in a fundamental alteration of the Residency program.

Interactive Process

After the initial intake and assessment, the Office of Student Services will coordinate with the Partner director, share relevant documentation, and discuss with the Partner whether the requested accommodation can be provided, alternatives, cost, burden and other considerations. Alder and the Partner will then engage the Resident in the interactive process.

Under Alder's Accommodation Procedures each Resident must authorize Alder to share information with Partners. This information is confidential, and should only be shared with need-to-know individuals at the site-placement.

Under federal law a decision to reject a request for accommodations based upon undue burden or fundamental alteration of program requirements is typically vested with the head of the entity or its designee. The President of Alder GSE has delegated this authority to [insert title]. The K-12 Partner's School District will have a designate office or level for such decisions.

Resident Support Plan and Agreement

Once the K-12 Partner, Alder and the student reach an understanding on site-placement accommodations, this will be memorialized in and official agreement letter indicating what accommodations will be provided and any requested

accommodations that were denied. The Director of Student Services and the Partner director must both approve this letter. The second page of this document contains a partner site-placement accommodations agreement letter template. Once the letter is signed by the partner director and resident, it should be sent to the Office of Student Services to be added to the student's file and tracked appropriately.

Under Alder GSE Accommodation Procedures, all accommodations are memorialized in a Support Plan that is monitored by the Director of Student Services. Residents who are receiving accommodations for the Academic Program will have this additional support added to their current Support Plan. For residents who are only requiring site-placement accommodations, a Support Plan will be created.

Resident Accommodations Agreement

Template- Please only use this a reference and add the content to your partner letterhead

[*Note: This Agreement is used to memorialize accommodations that have been agreed to by all parties. If all requests have been denied, a different letter should be used stating the reason, the level at which the decision was made, and any appeal rights*.]

Partner Letterhead

Dear **Student Name**,

The mission and purpose of the **Partner Teacher Residency** at Alder GSE is to develop and support excellent teachers. Therefore, we are keenly committed to ensuring all our students are able to thrive and succeed in their school-placement. On **Date**, Alder GSE provided us with its determination that you were a qualified individual with disabilities who had requested an accommodation during the Residency.

In consultation with the Alder GSE, the Resident, site-administrator, and mentor, the following are the accommodations approved:. **Description of the modifications or accommodations.** These accommodation will begin on **State Date** and will continue [throughout the residency year unless otherwise requested by the student or medical provider] [until Date when they will be reviewed].

Our hope is that these accommodations will allow you to meet the learning outcomes and expectations of the site-placement. These accommodations should not alter the current education program or fieldwork placement. During takeover weeks or other times where the accommodations might alter the academic program or fieldwork, the partner director will consult in advance with the resident to develop alternative plans, if needed.

To mutually support these accommodations, the following are the responsibilities of the Resident and Partner Director:

Resident's Responsibilities:

- Communicate extension requests or specific accommodation with advance notice to ensure implementation of accommodation
- Notify partner director if medical condition changes (if accommodations are based on temporary condition)

- Notify partner director if additional support is needed

Director's Responsibilities:

- Monitor accommodation in the resident's Support Plan, with support from the Office of Student Services at Alder GSE.
- Inform appropriate individuals regarding the resident's accommodations and ensure they are established.
- Provide intervention if performance is being affected; inform the Office of Student Services and Academic team in case additional support is needed.

These accommodations have been approved based on the documentation provided by the resident. Requests to amend or modify these accommodations may need to be supported by additional documentation.

Resident Signature: _____ Date: _____

Director Signature: _____ Date: _____

Office of Student Services Signature: ___ _____ Date: _____

Burbank Unified School District
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Leticia Castillo, Supervisor, Human Resources
SUBMITTED BY:	Leticia Castillo, Supervisor, Human Resources
DATE:	January 21, 2021
SUBJECT:	Adoption of Resolution 26 for the Elimination or Reduction of Services for Classified Positions

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Background:
When it becomes necessary to eliminate or reduce classified bargaining unit positions, the Board of Education must approve such reductions and/or eliminations. Subsequent to the Board's approval, employees must be notified not less than 60 days prior to the effective date of the reduction or elimination of their positions.

Discussion/Issues:
This recommendation has been shared with a representative from the California School Employees Association (CSEA), Chapter 674

There is one position being recommended for elimination:

- There is one 6 ½ hr/day Discrete Trial Facilitator position in Special Education being recommended for elimination due to lack of work. This position is a 1:1 and the student will be going to an NPS. This position is funded through the following appropriation number, 01.0-65000.0-57601-11905-2110-7440000. This position is currently vacant and will not involve bumping.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 26 for the Elimination or Reduction of Services for Classified positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
January 21, 2021

In the Matter of Layoff of
Classified Employees **RESOLUTION 26**

WHEREAS, Due to lack of work and/or lack of funds this Board hereby finds that it is in the best interest of the Burbank Unified School District to eliminate or reduce classified positions pursuant to provisions in the California Education Code and consistent with Article 15 in the Agreement with CSEA, Chapter 674, to the following extent:

	FTE
Eliminate one Discrete Trial Facilitator	.8125

BE IT FURTHER RESOLVED, That the Superintendent is hereby authorized and directed to investigate any bumping or displacement rights of affected classified employees and to give appropriate layoff notices to the affected employees pursuant to provisions in the California Education Code and consistent with Article 15 in the Agreement with CSEA, Chapter 674, not less than 60 days prior to the effective date of layoff subject to negotiations to the extent required by law and the CSEA agreement.

ADOPTED, the 21st day of January 2021, by the Governing Board of the Burbank Unified School District.

_____
Clerk

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Gabriella Platten, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Approval of 2019-2020 School Accountability Report Cards

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Background:
Education Code Section 35256 requires the Governing Board of each school district to annually issue a School Accountability Report Card (SARC) for each school in a school district, publicize such reports, and notify parents or guardians of students that a copy will be provided upon request. SARCs are completed mainly with data provided by the California Department of Education that comes from the previous school year that is why SARCs are one year behind. State law requires that the SARC contain all of the following:

- Demographic data
- School safety and climate for learning information
- Academic data
- School completion rates
- Class sizes
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data

Schools are required to have facility inspections. Specifically, State law requires that the facility inspection be reflected on the SARC in accordance with Education Code Sections 33126 and 33126.1. The Office of Public School Construction (OPSC) Facility Inspection Tool (FIT) or a locally developed instrument that meets the same legal requirements must be utilized during these inspections to determine if a school facility is in "good repair" and to rate the facility accordingly.

LEAs should ensure that the data collected in the most recent available FIT report is used to

populate the SARC regarding the school facility conditions and the "repair status" of facilities. The year and month of the most recent FIT report should also be identified.

District Wide Goals for 2018-2019:
1.0 Improve Learning and Achievement for Targeted Subgroups of Students.
2.0 Improve Learning and Achievement for All Students

Discussion/Issues:
The adoption of the SARC is a compliance requirement for Title I. Attached is a sample copy for Joaquin Miller Elementary School for your review.

Fiscal Impact:
There is no fiscal impact towards completing the School Accountability Report Card.

Recommendation:
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the 2019-2020 School Accountability Report Cards prepared in 2020-2021, as presented.

Due to the size of each document, the School Accountability Report Cards (SARCs) will not be duplicated for distribution; however, copies of each site's SARC is available for review in the Instructional Services Department or by contacting Dr. Peter Knapik at (818) 729-4482 or by email at peterknapik@burbankusd.org.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	January 21, 2021
SUBJECT:	Acceptance of Gifts

Matt Hill, Superintendent, recommends that the Board of Education take formal action accepting the following gifts to the District, and that the Board President convey appreciation to the donors.

a. The Edison Fundraising Committee wishes to donate to the District $4,028.54 to be used to purchase materials and supplies at Thomas Edison Elementary School.

b. The Emerson PTA wishes to donate to the District $584.91 to be used to pay for Zoom account fees for virtual schoolwide assemblies at Ralph Waldo Emerson Elementary School.

c. The Bret Harte Elementary PTA wishes to donate to the District $1,554 to be used to pay for yard duty services at Bret Harte Elementary School.

d. The Bret Harte Elementary PTA wishes to donate to the District $4,389 to be used to pay for the services of a Media Tech at Bret Harte Elementary School.

e. Lifetouch National School Studios wishes to donate to the District $112 to be used as needed at Providencia Elementary School.

f. The Jefferson Fundraising Committee wishes to donate to the District $1,678 to be used to purchase spirit wear for Thomas Jefferson Elementary School.

g. The Emerson Elementary PTA wishes to donate to the District $897 to be used to pay for a Superhero Science Assembly for students at Ralph Waldo Emerson Elementary School.

h. The First United Methodist Church wishes to donate to the District $250 to be used to purchase library books for Ralph Waldo Emerson Elementary School.

i. The George Washington Elementary PTA wishes to donate to the District $1,295 to be used to pay for a bFit show for students at Washington Elementary School.

j. The George Washington Elementary PTA wishes to donate to the District $1,500 to be used to pay for materials and supplies at Washington Elementary School.

k. The Walt Disney Company Foundation wishes to donate to the District $430 to be used as needed at Theodore Roosevelt Elementary School.

l. Emily Gordon-Recht wishes to donate to the District a Percussion Plus drum set to be used by students at John Muir Middle School.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 960012534 pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960012534 concerning services and/or school placement, a formal settlement agreement was offered on January 7, 2021 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:
There is no expense to the District.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960012534, at no expense to the District (01.0-65000.0-50010-36000-5813-7440000), effective January 7, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Approval of Action of Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 960016359 pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960016359 concerning services and/or school placement, a formal settlement agreement was offered on January 7, 2021 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:
Total cost to the District is $5,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960016359, for a total not to exceed amount of $5,000 (01.0-65000.0-50010-36000-5813-7440000), effective January 8, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Amended Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to amend the Final Settlement Agreement for the Special Education Student 960032205 pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960032205 concerning services and/or school placement, a formal settlement agreement was offered on October 24, 2019 to the Parents. Due to the Covid 19 school closures, the settlement needed to be amended. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

Fiscal Impact:
There is no fiscal impact to the District.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960032205, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective November 4, 2019 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on November 21, 2019 with no fiscal impact to the District. The second amendment was on June 4, 2020. Due to COVID-19 and school closures, Student was unable to access the agreed upon services. This amendment is extending the amended end date of October 30, 2020 to June 30, 2021.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Amended Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to amend the Final Settlement Agreement for the Special Education Student 960002080 pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960002080 concerning services and/or school placement, a formal settlement agreement was offered on June 25, 2019 to the Parent. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

Fiscal Impact:
There is no expense to the District.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960002080, at no expense to the District (01.0-65000.0-50010-36000-5813-7440000), effective August 12, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on August 15, 2019 at no cost to the District. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the date to access services from May 21 2021 to June 30, 2021, at no cost to the District.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

December 14, 2020

Virtual (Online) Meeting
Burbank, California

MEMBERS PRESENT:
Armond Aghakhanian
Steve Frintner
Charlene Tabet
Steve Ferguson
Roberta Reynolds

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Instructional Services; Debbie Kukta, Assistant Superintendent, Administrative Services; John Paramo, Assistant Superintendent, Educational Services; and Sarah Niemann, Assistant Superintendent, Human Resources.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m. by President Aghakhanian. Vice President Frintner, led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

There was no one present in the Zoom format who wished to address the Board.

2.b Staff Responses

There were no staff responses.

2.c Board Members' Comments and Responses

There were no Board comments or responses.

3. NEW AND/OR UNFINISHED BUSINESS

3.a Approval of First Interim Report for 2020-2021 Fiscal Year

That the Board of Education approve a positive certification of the First Interim Report for the 2020-2021 fiscal year, as presented.

First Interim 2020-21.pdf (OF 28,494)

Debbie Kukta used a PowerPoint to guide her report. A First Interim report must be prepared each year using the period July 1 through October 31 as predictors for the rest of the fiscal year, and, in addition,

projecting the next two fiscal years' balances in terms of cash, budget and fund balance. Based upon this analysis the Board must certify to the Los Angeles County Office of Education (LACOE) whether or not it can make a positive, qualified or negative certification of its ability to meet all of its financial obligations. All amendments to the budget posted through the end of October are reflected in this report. In addition, the projected figures include items which LACOE instructs districts to include or address. It was significant to note that enrollment for First Interim is held harmless due to COVID-19, as reported at P2 in 2019 for the 2020-2021 and 2021-2022 fiscal year. Enrollment is projected to decline significantly in 2022-2023 reflecting current projections with are affected by COVID-19. The projected figures for 2020-2021 include 0% COLA for the current 2020-2021 fiscal year and two subsequent fiscal years. Projections also include the proposed rate in 2020-2021 and subsequent years for STRS and PERS contributions. Per the Governor's adopted budget, to provide districts with increased fiscal relief during the pandemic, the CALPERS and CALSTRS rates were reduced. The reductions are reflected in the multiyear projection is not only the savings in 2020-2021 & 2021-2022, but the percentages for STRS and PERS contributions jump back up to their previous rates in 2022-2023. This results in a 3.3% rate raise in PERS and a 2.1% raise in STRS. In order to meet the 3% required Reserve for Economic Uncertainty (REU) for the current First Interim budget and multi-year projection, reductions are required to be made. For the 2022-2023 fiscal year, a total reduction amount of $18,289,560 is projected in order to meet the required 3% REU. This projection is found in "other adjustments" on the multi-year projection.

The cash flow financing methods included TRANS, interfund borrowing, borrowing from County Treasury, Deferral waivers with condition, and legislative advocacy actions and suggested further advocacy. The Child Development and Horace Mann contribution increased from budget adoption to First Interim due to less revenue due to COVID-19 fewer enrollment. Ms. Kukta noted that an RFP will be presented in January 2021 to look at someone taking over to run the Horace Mann Center. The Child Nutrition Services contribution also increased due to less sales during COVID-19. She reviewed the early issues for 2021 and noted that testing mandate will require additional funding in addition to child care and nutrition.

President Aghakhanian asked if advocacy for one-time funds can be done by individual districts. Ms. Kukta noted that it would be done statewide and it would depend on how applied to each district based on ADA or COVID, which is based on free and reduced lunch, and students with disabilities. She also noted that it would be great to get one-time funding out of the "windfall" that the State has seen this year.

Member Ferguson asked if any of the one-time COVID relief funds were being carried over to the next year. Ms. Kukta noted that she had not heard at this point and that staff was trying to carefully spend the funds by December 30, 2020, as currently required. He was concerned that the current PPE demand was not going to be covered by these funds but instead covered by the general fund. Ms. Kukta noted that there could be a chance and it was hard to project. A lot of districts are using the funds for general fund relief such as nurses and health care workers' salaries or other salaries for employees whose assignments have changed and are helping with COVID duties. Member Ferguson asked for a one-time list COVID related expenditures to ensure that costs are not charged to the General Fund.

Member Ferguson asked if the pension contributions changes for PERS and STRS were nearing the end of the three-year projection or has a projecting schedule increase after has been released by the State for 2022-2023. Ms. Kukta noted that she has not seen projections beyond 2022-2023. She would investigate and suggested that a five-year projection would be more prudent. He was also concerned regarding declining enrollment and employee contributions.

President Aghakhanian asked about the budget increases in 2022-2023 and if federal relief was being projected. Ms. Kukta noted that the anticipated stimulus package has not been approved by the federal government and that additional funds were not anticipated at this time.

Superintendent Hill said that a few promising bills were being proposed at the federal level, but nothing the District can count on at this time. He suggested that the District continue to advocate to local representatives to inform them that the District agrees with the proposals. Ms. Kukta added that for decades the Special Education has remained at minimum and she hoped for additional funding to offset the District's deficit.

Member Ferguson thanked Ms. Kukta for her thorough report and shared his concern regarding the current recession, the 18M deficit for Burbank three-years out, and the PERS and STRS rates. He was happy to hear that the Budget Committee will continue to look at potential cost savings. He felt that it was time to ramp up the reserves in order to mitigate the cuts in 2022-2023 and redesigning the current learning model. He worries about the Governor's numbers and would like to finance differently.

Vice President Frintner agreed with Member Ferguson comments and noted that 2022-2023 is not looking good for Burbank. The Board and staff are running out of solutions on how to resolve the District's deficit. He was looking forward to the Budget Advisory Committee to present ideas for consideration. He agreed that planning was critical and raising the reserves was an option to try to offset the 18M deficit, as the District was running out of options. An internal audit needs to take place to figure out were some adjustment could be made.

Clerk Tabet questioned the large amount of funds being paid to STRS and PERS and noted on the affects to all school district budgets in California. She suggested to work with local legislators to figure out how to reduce the current required amounts, which will allow for more funding. She suggested for stronger advocacy in an effort to try to collaboratively figure out how to bring those funds back into all district budgets.

President Aghakhanian asked for the percentage of districts affected in 2022-2023 due to the contributions. Ms. Kukta noted that districts are making the same contributions and that all districts were in the same position. He clarified that he needed to know the number of districts with an 18M or more budget deficit similar to Burbank to work with to advocate as suggested by Clerk Tabet. Ms. Kukta noted that most districts were contributing the same percentage and that each district was in similar positions.

Member Ferguson suggested a District needs list to be sent to legislators to help offset the district's budget. Superintendent Hill acknowledged that Senator Portantino recently worked with the Five-Star Coalition to create a list. A conference call took place with Senator Portantino, his staff, as well as the Governor's staff. This is the reason the pension rate was reduced for this year. He suggested that the same group go back to the table to try to negotiate on one-time funding. He felt that by continuing to work with Senator Portantino and the Five-Star Coalition there was a better chance to advocate for more funding.

President Aghakhanian asked if the five districts would be impacted like Burbank. Superintendent Hill noted that a few of the five districts passed a parcel tax and that Glendale and Pasadena would be the two districts in similar situations.

It was moved by Steve Frintner, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

3.b Adoption of Resolution 20 for Fiscal Solvency

That the Board of Education adopt Resolution 20 for Fiscal Solvency, as presented.

Resolution 20 - Fiscal Solvency 2022-23.pdf (OF 28,495)

Ms. Kukta reported that Resolution 20 is a requirement accepting responsibility for Fiscal Solvency. In order to remain fiscally solvent, the District will need to make drastic cuts to reach the required 3% Reserve for Economic Uncertainty in fiscal year 2022-2023. The Board recognizes its fiduciary responsibility to maintain fiscal solvency and the resolution provides acknowledgement of the potential reductions and cuts necessary to make in order to remain fiscally solvent in 2022-2023.

Member Ferguson requested planning budget updates prior to presenting the second interim report.

It was moved by Steve Ferguson, and seconded by Roberta Reynolds, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

3.c Adoption of Resolution 21 Requesting the Issuance of Tax and Revenue Anticipation Notes (TRANs)

That the Board of Education adopt Resolution 21 Requesting the Issuance of the 2020-2021 Tax and Revenue Anticipation Notes for the District by the Board of Supervisors of the County of Los Angeles, not to exceed $30,000,000, as presented.

Resolution 21 - TRANS Spring Issuance 2020 - 21.pdf (OF 28,496)

Ms. Kukta reported that TRANs are a low-cost borrowing mechanism that districts can use in order to solve potential cash flow shortages throughout their fiscal year. The way in which TRANs work is that a district sells revenue anticipation notes and then reinvests these proceeds at a higher rate of return. The District does project a negative cash flow during 2020-2021 due to the deferrals of its Local Control Funding Formula (LCFF) State Aid. These deferrals will happen February, March, April, May and June of 2021. We anticipate a cash deficit need of up to $30,000,000 due to these deferrals.

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

3.d Approval of the 2020-2021 Budget Overview for Parents

That the Board of Education approve the 2020-2021 Budget Overview for Parents, which summarizes the District's budget including State (including LCAP Supplemental funds) and federal funds (including CARES Act funds) as well as actions towards distance learning, in-school learning, learning loss, mental health and wellness, nutrition services, and the increased or improved services to unduplicated students, and that authority to submit the 2020-2021 Budget Overview be exercised pursuant to BUSD – AR 3314, as presented.

Budget Overview for Parents_121420.pdf (OF 28,497)

Peter Knapik reported that Since June 2019, school districts have been required to approve a Budget Overview for Parents with the adoption of the Local Control and Accountability Plan (LCAP) and Annual Update. Senate Bill 98 eliminated the requirement for submission of the LCAP for the 2020-2021 school year and instead required submission of a learning continuity and attendance plan. Senate Bill 98 also required submission of the Budget Overview for Parents by December 15, 2020 in conjunction with the First Interim Report required pursuant to Sections 1240 and 42131. The 2020-2021 Budget Overview for Parents provides the projected revenue for the current school year, which separately identifies the CARES funds. In addition, the Budget Overview provides the amount of the general fund budget some of which is included in the 2020-2021 Learning Continuity Plan and the amount budgeted for increased or improved services for low-income students, English learners and foster youth (referred to as "high need" students in the Budget Overview, as compared to services for all students. The district must include a brief description of any general fund budget expenditures not included in the Learning Continuity Plan. If the amount budgeted for actions and services for increased or improved services for high need students in the 2020-2021 school year is less than the amount of the district's supplemental and concentration grants, the district must include a description of additional actions the district is taking to meet its requirement to increase or improve services for unduplicated pupils. This requirement does not apply to Burbank USD as the district has budgeted more. All the information in the Budget Overview is the same information included in the First Interim Report.

Member Ferguson asked if the Budget Overview for Parents was a mandate moving forward. Dr. Knapik noted that in January 2021 an LCAP update will be provided and that the Parent Overview will most likely be a requirement. Member Ferguson asked that the parent overview report be shared with PTA to receive feedback and noted on that information omitted be corrected prior to sending a copy to the PTA as well as a more user-friendly version. Dr. Knapik was aware of the quality of the document and noted that a State pre-populated template was used to submit the information and that changes to the template were not allowed. Member Ferguson also suggested a link provided to the complete information for

accountability. President Aghakhanian also suggested that Dr. Knapik inform the State regarding the technical problems with the template.

It was moved by Steve Ferguson, and seconded by Roberta Reynolds, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

President Aghakhanian asked regarding a possible joint meeting with the City Council. Superintendent Hill noted that the meeting was on hold until an in-person meeting is allowed.

Member Ferguson suggested that the budget needs are communicated to legislators and the City Council to alert them regarding the budget deficit situation.

Superintendent Hill said that Ms. Kukta will send a copy of the First Interim report to legislators and the Council.

4. ADJOURNMENT

The meeting adjourned at 8:07 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

1/21/2021
_____
DATE

_____
CHARLENE TABET, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

December 17, 2020

Virtual (Online) Meeting
Burbank, California

MEMBERS PRESENT:
Steve Frintner
Charlene Tabet
Steve Ferguson
Roberta Reynolds (Closed Session only)
Emily Weisberg (Open Session only)
Armond Aghakhanian

STUDENT MEMBERS PRESENT:
Carmen Blanchard, Burbank High School
Nadaly Jones, John Burroughs High School

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Instructional Services; Debbie Kukta, Assistant Superintendent, Administrative Services; John Paramo, Assistant Superintendent, Educational Services; and Sarah Niemann, Assistant Superintendent, Human Resources.

1. CALL TO ORDER

The Closed Session was called to order at 6:02 p.m. by Board President Aghakhanian.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications – All public comments were heard during item 10a.

2.b Staff Responses

2.c Board Members' Comments and Responses

The Board adjourned to Closed Session at 6:02 p.m.

3. CLOSED SESSION

3.a Conference with Labor Negotiator, Pursuant to Government Code §54957.6:
Agency Negotiator: Sarah Niemann
Employee Organization: Burbank Teachers Association (BTA)

3.b Conference with Labor Negotiator, Pursuant to Government Code §54957.6:
Agency Negotiator: Sarah Niemann
Employee Organization: California School Employees Association (CSEA) Chapter 674

3.c Public Employee Discipline/Dismissal/Release Pursuant to Government Code §54957

3.d Public Employee Performance Evaluation Pursuant to Government Code §54957
Title: Superintendent of Schools

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:00 p.m. Board Member Roberta Reynolds, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Aghakhanian reported that items 3a, 3b, and 3d, were for discussion only, with no action taken. Item 3c, the Board of Education met in closed session and voted to approve the Notice of Unprofessional Conduct and Unsatisfactory Performance for employee No. CT 0088-19. The roll call vote was as follows:

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Aghakhanian, Frintner, Tabet, Ferguson, and Reynolds.

6. ADJUSTMENTS TO THE AGENDA

Superintendent Hill requested agenda item 12b pulled from the agenda.

7. ITEMS FOR FUTURE AGENDAS

Member Ferguson requested a special meeting in January/February 2021 to discuss reopening priority setting goals.

8. ANNUAL ORGANIZATION OF THE BOARD, OATH OF OFFICE, AND ELECTION OF OFFICERS

8.a Recognition of Outgoing Board of Education Member

Armond Aghakhanian, President, Board of Education, lead the Board in a recognition of outgoing Board Member Roberta Reynolds.

President Aghakhanian led the recognition and individually introduced Mayor Bob Frutos, Congressman Adam Schiff (via video), Teacher Bridget Highfill representing BTA, Middle School Principal and BASA President Oscar Macias, Ana Connell and Bob Mohler representing the Burbank Arts Education Foundation, Burbank Council PTA President Wendi Harvel, and other PTA members (via video), former Board of Education Member Dave Kemp, Debbie Kukta former Board Member and Assistant Superintendent, Administrative Services, Superintendent Hill and all Board Members, who shared their personal memories /stories during the past 13 years and spoke to the character of Dr. Reynolds, her leadership in the community, advocating for students and public education, demanding for quality education, her commitment to the arts and the newly created PFLAG group, her caring for all students, staff, and the community, the private conversations during difficult times, her inspiration and kindness towards others, and her legacy.

8.b Remarks from Outgoing Board of Education Member

Dr. Reynolds expressed her appreciation to everyone who contributed towards her special moment. She loves the students, teachers, staff and her colleagues captured the work that has been done together over

the years. She was honored by the comments, presentations, proclamations, videos and noted that she was transitioning to a community role and she was looking forward to what was ahead of her.

8.c Administration of the Oath of Office for Incoming Board of Education Members

Matt Hill, Superintendent, introduced Zizette Mullins, City Clerk and Elections Official, who administer the Oath of Office to incoming Board of Education Members: Armond Aghakhanian, Steve Ferguson, and Emily Weisberg, upon their election to the Board for a four-year term effective immediately and expiring on December 19, 2024.

Zizette Mullins also thanked Dr. Reynolds for her service and then administered the Oath of Office to re-elected Board Member Aghakhanian and Ferguson and newly elected Emily Weisberg and congratulated them on their successful campaign.

8.d Remarks from Outgoing Board of Education President

President Aghakhanian noted that 2020 was a year of collaboration, passion, and unity during the pandemic in the community as well as the nation. Graduations are one of his favorite events and he looked forward to attending. This year he would have attended these events as Board President; however, due to social distancing restrictions it did not happen. He was proud of the class of 2020 for defeating all odds and uncertainties and congratulated the Class of 2020. He asked for unity for the sake of the children and the community.

8.e Election of Officers

Armond Aghakhanian, President, Board of Education, conducted the election of officers for a one-year term beginning December 2020 and ending December 2021.

President Steve Ferguson

It was moved by Charlene Tabet, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, Aghakhanian.

Vice President Tabet

It was moved by Armond Aghakhanian, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, Aghakhanian.

Clerk Ferguson

It was moved by Charlene Tabet, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, Aghakhanian.

8.f Remarks from Incoming Board of Education President

Member Weisberg was humbled and honored for the opportunity to work along her colleagues to support and advocate for the District. She also thanked Dr. Reynolds for her service to the District and the community. She reflected on her recent campaign conversations with the community and noted that she looked forward to working with everyone who she met and those who she has not met. She thanked Member Aghakhanian for his work in the DEI Committee. She looked forward to continuing the crucial work. She knows that she has a large mandate to uphold. She promised to push for systemic change via transparent and responsive leadership and work along her colleagues and District staff to make schools the best that they can be for all students, families and staff. She then thanked her campaign manager for

the amazing work, her friends, and colleagues, community members who worked tirelessly during the election cycle. She also thanked the Burbank residents who entrusted her with their vote. In January 2021 she plans to hold regular weekly office hours and monthly townhalls to allow an opportunity to hear concerns and how to better help.

President Frintner welcomed Emily Weisberg and thanked his colleagues for the vote of confidence as President of the Board. He will do the best to represent the District honorably and with dignity. The Board works best by working together as a team and he was looking forward to working with them. He thanked Member Aghakhanian for his leadership and friendship and for helping prepare him for the next step and he looked forward to the continued collaboration. He thanked Vice President Clerk for her friendship and leadership, Clerk Ferguson for his support and passion towards students and staff and his thoughtfulness and emotion. He again welcomed Emily Weisberg and is looking forward to working with her. He then reflected on adjusting and adapting to the COVID changes and the challenges associated with Distance Learning. He was looking forward to providing more intervention to students and planning events and graduations moving forward. As reported in the First Interim Report the District continues to face financial shortfalls. He also looked forward to the continued work with the Diversity, Equity, and Inclusion Committee. He then thanked Emily Gabel-Laddy and Tim Murphy for their service and congratulated Konstantine Anthony on his election to the City Council. He also announced the Burbank Adult School schedule and encourage the audience to enroll at the Adult School. He announced that he will continue the EdWalks as soon as it is appropriate to continue due to social distancing.

9. REPORTS FROM THE BOARD

9.a Student Representatives

Nadaly Jones, JBHS and Carmen Blanchard, BHS, reported on activities at their respective schools.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications

Anthony Portantino, State Senator, honored Dr. Reynolds and noted on some of their work such as the development of the PFLAG community group and the collaboration for education funding, and the selection of Women of the Year. He then presented Dr. Reynolds with a State Proclamation honoring the outstanding service record and thanked her for being a friend and partner and wish her the best in her net chapter of her life.

Laura Friedman, Assemblymember honored Dr. Reynolds via video for her many years of service and wished her the best as she will continue to work for her community. She then congratulated newly elected Board Member Emily Weisberg and Member Aghakhanian and Clerk Ferguson for a successful reelection.

Jason Maruca, representing Kathryn Barger's Office congratulated Member Aghakhanian and Clerk Ferguson and welcomed Emily Weisberg. He then thanked Dr. Reynolds for her years of service and reflected on his personal interaction with Dr. Reynolds and presented a Certificate of Recognition on behalf of LA County Supervisor Kathryn Barger.

Roberto Villalta, District Custodian, was allowed to join the meeting via a Zoom format. He thanked Dr. Reynolds for working with CSEA and shared his concerns regarding the pandemic and suggested that the Board and Superintendent Hill allow all employees to stay home for the next two weeks to stop the spread of COVID. He also welcomed Emily Weisberg and invited to work with the CSEA chapter.

Crystal Cozakos, CSEA Communications Representative, was allowed to join the meeting via a Zoom format. She thanked Dr. Reynolds for her service and congratulated Emily Weisberg and Armond Aghakhanian and Steve Ferguson for their reelection. She then commented regarding CSEA's salary schedule and noted that a high percentage of the classified salaries were minimum salaries and are over due to be updated and she looked forward to working with the newly elected Board Members.

Amy Collen, Former Librarian in the Bay Area, was allowed to join the meeting via a Zoom format. She commented on the current changes to Core Curriculum Novels and shared her thoughts and suggestions.

Jaclyn Khitikian, Parent, was allowed to join the meeting via a Zoom format. She shared her children's personal struggles regarding Distance Learning schedules and academic grading and testing evaluation expectations. She noted that Asynchronous teacher office hours were not wisely used, as they are awkward and ineffective and suggested that students are provided with face time daily to complete homework. Since the hybrid model is not taking place, then students must be live taught 5 days a week. Final schedules cannot be flexible and the grading expectations must be implemented as policy in addition to teachers accepting late work to allow students to make up the work to avoid damages already done to students.

Matt Khitikian, Parent, was allowed to join the meeting via a Zoom format. He commented on the challenges with the final schedules and asked that the schedules not be allowed to be flexible, but instead made the same districtwide. He also commented on the challenges regarding District technology requirement for AP students and the need to provide information, in advance, regarding downloading software requirements to avoid lesson and testing problems in the future.

Paige Huleis, BHS Student, was allowed to join the meeting via a Zoom format. She spoke against the removal of the books from the Core Curriculum. She shared her personal story and challenged the Board to reinstate the books back into the curriculum.

10.b Staff Responses

Superintendent Hill thanked all the speakers, especially Congressman Adam Schiff, Senator Anthony Portantino, Assemblymember Laura Friedman, and Supervisor Kathryn Barger for their contributions towards Dr. Reynolds special recognition and for the welcoming remarks toward the new and the reelected Board Members. He also thanked Roberto Villalta for his service to the District and his comments. He noted that 2020 has been a challenging year. He highlighted that a limited number of employees in Food Services and Child Care were required to work during winter break as essential workers. Employees that are able to work from home have been instructed to work from home. He has also worked with senior staff to encourage each department to limit the number of employees working during the winter recess. Closing the entire District is not on option. He thanked Crystal Cozakos for her comments. He appreciated the partnership with CSEA and noted that negotiations will need to take place to reconcile the salary schedule. The Job Study is ongoing and is currently being reviewed by CSEA. The Study will be challenging due to the continued District financial problems estimated at $18M, which will be the focus. He responded to Amy Collen and noted that the books are not being banned and he did not say that the books are unsafe. He appreciated her feedback as well as Paige Huleis' and reported again that the books in question are available at District libraries and that interested students will be able to read and discuss in small groups if needed. His decision was about what is the mandatory list that students must read, as it was clear that the current list does not represent all District students. He was looking forward to the discussion to implement a new selection criteria and selecte the books. He appreciated their feedback and suggested that the organization that offered to buy the books, instead help to buy the new books so that all students have access to a diverse set of core novels. He also thanked Jaclyn and Matt Khitikian for sharing their concerns and their personal stories and challenges. He, teachers, and staff appreciated the suggestions and he will work with staff to evaluate other possible options and encouraged parents and students to continue to work together, as he personally knows that Distance Learning is challenging.

10.c Board Members' Comments and Responses

Member Aghakhanian thanked all the speakers and elected officials for their comments and participation. He commented regarding the current core novels and noted that this was not about banning books and asked that the community be patient with the process. He also thanked his CSEA friends and encouraged them to continue to communicate with the Board.

Member Weisberg appreciated all the comments. She asked for clarification regarding classified and certificated vacation days. She then responded to Page Huleis and Amy Collen and noted that the assumption was that the books in question are being removed from the core list because they are scary or deal with difficult topics, which is incorrect. The argument being made is that there are plenty of books written in the 21st century by authors of color that are able to present all sides of the story, similar to LAUSD. She encouraged Page Huleis to look up the history of the "N word" to learn that these are members of school community and to discover new perspectives. She appreciated their comments and asked that they learn about the impact to the affected students. She again noted that the books are not being banned and encouraged understanding for people of color.

Clerk Ferguson thanked all the speakers, but specially Kimberley Clark and for Member Aghakhanian and others who participated in Dr. Reynolds recognition, and for the delivery of gifts during COVID. He appreciated Roberto Villalta suggestion to allow employees to work from home and noted that the first priority is the safety of students and staff. He trusted that Superintendent Hill is working to keep people home to try to stop the spread or contact. He also thanked Mr. Villalta for his 21 years of service to the District. He thanked Crystal Cozakos for the well wishes and for participating in the meeting representing CSEA. He appreciated the Khitikian family comments. Sometimes mistakes happen that cause additional stress or anxiety and asked that staff reconsider or rethink what work and did not work. He welcomed Emily Weisberg to the Board and he looks forward to working with her new perspectives and congratulated her for making history. His then thanked the community for allowing him to serve another term, as it was a humbling and a pleasure to serve for another four years.

Vice President Tabet congratulated and welcomed Member Weisberg and noted that this was a 24/7 and wished her the best in the next four years. She thanked the speakers who honored Member Reynolds and Steve Ferguson for coordinating the event. She thanked Roberto Villalta for his comments and noted that the District is not able to close during winter recess because Food Service and child Care are essential workers. She then asked regarding the Job Study and noted that for the past seven years a budget has been set aside; however, the Study seems to be at a standstill. Superintendent Hill said that job description process has been completed; however, CSEA uses a salary process, which is being reviewed for the past several months. Sarah Niemann reported that the Study has gone through final revisions, CSEA is currently crating cover memos to submit to Chapter 610 Review Process. which needs to be updated due to the minimum wage requirement, and then to the Chapter to vote. Vice President Tabet thanked Dr. Niemann and was happy to hear that the work is taking place. She noted that it was hard to hear from parents such as Mr. and Mrs. Khitkian regarding the challenges with the BTA MOU schedules. She was not in favor of the current schedule; however, it's also hard to come up with a schedule that works for all students. She thanked Superintendent Hill for listening to the feedback and for adjusting were adjustments could be made and asked that staff work with teachers to improve the spring final schedules.

President Frintner congratulated Member Aghakhanian and Clerk Ferguson for their reelection and thanked all the speakers, including Congressman Adam Schiff, Senator Anthony Portantino, Assemblyman Laura Friedman, and Jason Maruca on behalf of Supervisor Kathryn Barger for the wonderful words on behalf of Dr. Reynolds. He also thanked Roberto Vallalta for his suggestion and Cystal Cosakos questions regarding the salary schedules and Job Study. He then thanked the Khitikian parents for sharing their personal challenges and the suggestions and noted that staff needed to look at the challenges associated with technical requirements to ensure the best support for students. He also addressed Amy Collen and Paige Huleis and thanked them for presenting their case respectfully. He did not agree with the statement that the District is taking away opportunities by removing the books from the current curriculum. There are a number of books available that could teach students in a more inclusive way. He was looking forward to the process and he supported Superintendent's Hill recent decision.

11. REPORTS TO THE BOARD

11.a Superintendent's Comments

Superintendent Hill thanked all employees for the dedication and commitment, as this has been one of the most challenging years. He wished that everyone has some down time, relax, and self-care and expressed his sincere appreciation to all District employees.

11.b Report on Distance Learning

Matt Hill, Superintendent, reported on the progress of distance learning.

Superintendent Hill used a PowerPoint to guide his presentation. He reported on the current average number of meals distributed per week, the Winter Break meal distribution plan, and thanked the Chuck Lorre Family Foundation for the generous donation toward the Winter Break meals. 3,000 additional Chromebooks are on order and the estimated arrival date is late December/January. He also reported on the number of Hotspots distributed and noted that staff is working on checking all distributed hotspots for any not being used. He then reviewed the average attendance data through December 11, 2020 and noted that District's overall attendance rate is 98%. the number of disengaged students, 196, Synchronous Learning at 98%, Asynchronous Learning at 72% and Friday's Asynchronous at 72%

Member Weisberg asked if a survey has been administered to families to learn about learning environments at home, such internet access, sharing of devices, quiet space for students to work, etc. Superintendent Hill noted that a survey has not been administered, instead a process is implemented that includes conversations between teacher and parent, site administrators, Intervention Specialists, counselors, District staff, and home visits for students that are not engaging.

Member Ferguson thanked staff for tracking a little over 100 disengaged students out of 1,500, as he is aware of the amount of work that takes place. However, he is also concerned with the credit recovery problem and requested that the next report include post grades, for example what the deficit looks like, does the LAUSD non-failure policy work, or do we need to work with BTA to ensure that summer schools and other programs are not overwhelmed. Superintendent Hill has been working with staff regarding intervention and credit recovery and he will be able to share the data during his next report. Member Ferguson also requested information on how the 120 disengaged students are been reached.

11.c Report on the Diversity, Equity, and Inclusion (DEI) Committee

Matt Hill, Superintendent, reported on the progress of the Diversity, Equity, and Inclusion (DEI) Committee, as presented.

DEI Update 121720.pdf (OF 28,499)

Superintendent Hill used a PowerPoint to highlight his report. The Policy Subcommittee is working on reviewing Board Policies and Administrative Regulations with a lens of Diversity, Equity, and Inclusion. The Instruction Committee is reviewing Ethnic Studies course options and reviewing updates from the State and Committee members are attending sessions on reviewing library collections with an equity lens. The school site Library Coordinators are also working on developing a basic list of books that all school libraries should have and a list of additional recommended texts. Social and Emotional resources have been identified, a Social Emotional Learning (SEL) booklist for students, staff, and parents has been published on the District's website. In addition, the subcommittee is going to contribute some suggested questions to the District climate survey.

Member Aghakhanian thanked Superintendent Hill and the DEI Committee members for the ongoing process and encouraged the audience to come forward to share feedback and or concerns.

11.d Report on the Superintendent’s Fundraising Advisory Committee

John Paramo, Assistant Superintendent, Educational Services, reported on the progress of the Superintendent's Advisory Committee, as presented.

12 17_Fundraising_Report_to_the_Board.pdf (OF 28,500)

John Paramo introduced Wendi Harvel, PTA President and Fundraising Advisory Committee Chair. She reported that the Committee meets monthly to ensure that everyone is informed regarding the Committee's work. The Committee met to try to figure out what the application process will look like. The Committee felt that a road map would be helpful to implement a friendly process to assist with new projects or programs. A sub-committee is schedule in January and then the draft process will be presented to the larger Committee. The Committee is also working on the Board priorities (Technology, academic support, and Career Technical Education) and asked the Board to provide a priority order.

Vice President Tabet asked why the priority list order is important. Ms. Harvel noted that just in case a goal is reach in a certain category the Committee would like a guideline to move to the next goal in priority order.

Clerk Ferguson asked how soon is an answer needed. He noted that Member Weisberg was not part of the Board when the priority list was established and asked that the list comes back for further discussion.

President Frintner agreed that the priority list is placed on the agenda for further discussion.

Member Aghakhanian noted that he is aware of donor fatigue and that the Committee needed to look for a broader approach. Ms. Harvel noted that the Committee was aware with the current fundraising challenges; however, the current priority list will help to guide the fundraising efforts.

Vice President Tabet suggested that the three priorities are filled as money come in.

11.e Month 3 Enrollment Report

Stacy Cashman, Director, Student Services, reported on the District's current enrollment numbers as presented.

Three Month Enrollment Report 12.17.20.pdf (OF 28,501)

Stacy Cashman used a PowerPoint to report on current student enrollment information. The Board of Education has requested that staff provide a comprehensive report on student enrollment, inter-district permits, and releases granted to other local school districts. The purpose of this report is to give the Board a general overview of enrollment, and provide specific information on numbers of permits, releases and students capped at each grade level. This report illustrates the total number of students who are enrolled in District schools (at each level), as well as the number of students who were granted inter-district permits to attend Burbank schools. This report further details why students left Burbank Unified School District to attend other districts by specific grade levels. The report also provides data on the numbers of students who were unable to attend their school of residence due to enrollment caps at their grade level. The decrease may reflect lower enrollment due to the pandemic. The District has also granted inter-district permit releases to 37 students living within District boundaries. These are local students who have chosen to attend school in another school district. This number is a decrease of 51 students from the 88 students released last year. The District has 45 (capped school) students who cannot attend their resident elementary school for the current school year, as their sites were capped in specific grade levels. These students were placed in other BUSD elementary schools. This number is down 51 students from the same time last year.

The total enrollment decreased by 394 students since the same time last year. Interdistrict Permits = 9% of Enrollment and decreased by 50 students. Interdistrict Permits allow the District to maintain steady enrollment. Students released to other districts have decreased from 88 in 2019-2020 to 37 in 2020-2021.

Capped students are down from 96 to 45 (students who cannot attend their school of residence). These families have priority when space becomes available. The future considerations included Site growth limits, Importance of permits to assist in maintaining steady enrollment, Population growth or decrease, Strategies to maintain steady enrollment but reduced capped numbers, and Approve elementary permits earlier to maintain enrollment in upper grades (Grades 5 & 6) but reduce number of capped students.

Member Ferguson thanked Stacy Cashman for her thorough report, as attendance and enrollment is important. He was concerned that the First Interim Report looking at three-years in the District was losing approximately 700 kids. He asked about revising the criteria for interdistrict permits, the releasing of students are there other ways to retain the students and should a graduation path be implemented to be able to retain the students. Stacy Cashman explained that student permits were driven by Education Code. She will review the policy and report back to the Board. The number of releases are mostly to Glendale USD for special programs, that the District does not offer and it would be difficult to deny students of a learning opportunity. In addition, students must have a compelling reason to receive a transfer. Member Ferguson suggested exploring a dual enrollment program to try to resolve the enrollment issue.

Member Aghakhanian commented on dual immersion programs and asked if it is feasible to create a dual immersion program to be able to prepare District students for the global market. Superintendent Hill noted that the number of students is too small because there is no financial resources to build the program; however, he will look at creative ways as suggested by Clerk Ferguson, including enrichment programs to try to retain students. Creating a Dual immersion pathways with the limited amount students does not justify the financial investment. He also asked about the lack of housing in Burbank. Ms. Cashman said that Glendale is also experiencing an enrollment decline similar to Burbank.

President Frintner noted that at the beginning of the school year there had been some discussion about opting out about home schooling or attending online charter schools. Ms. Cashman noted that a few parents inquired about it, but not all followed through. She felt that at the biggest impact was the numbers for kindergarten due to COVID and she felt that these students will report for first grade.

Vice President Clerk thanked Stacy Cashman for her work with enrollment and the COVID related issues.

11.f Report on the School Satisfaction Survey of Spring 2020

Sharon Cuseo, Assistant Superintendent, Instructional Services, reported to the Board of Education on the School Satisfaction Survey of Spring 2020, as presented.

School Satisfaction Survey Spring 2020 with PP.pdf (OF 28,502)

Sharon Cuseo used a PowerPoint to present the survey results. The Burbank Unified School District administered a survey in the Spring of 2020 to parents, students and staff. This survey was previously named the School Climate Survey, but has been changed to the School Satisfaction Survey. The survey was not administered in the prior year because time was taken to update the questions. A committee reviewed each question of the three (parent, student, staff) surveys and made necessary updates. The School Satisfaction Survey was administered in the Spring of 2020. The results were scheduled to be presented in May, however because of the COVID-19 shutdown of schools, the report was moved to late fall. The key findings included Teaching and Learning, School Safety, Mental Health, Student and Family Engagement, and the next steps: Work with CTE teachers to communicate career pathways to students and families. Work with Site administrators on the response to reported bullying incidents. Review our methods of communications regarding the availability of mental health resources. Work with District leadership to improve accessibility to parents. Administer the survey in the spring of 2021 and add questions regarding distance learning.

Member Ferguson noted that the mental health data has been stagnant for a few years and it was concerning. A few week ago, the ASB was asked to assist the by informing students regarding mental health resources. He asked that the mental health resource information to students be published and provided to students through other social media to elevate the conversation.

Member Weisberg asked regarding the bullying definition and if the level of dissatisfaction is known. Ms. Cuseo noted that the survey was not specific to dissatisfaction.

Member Ferguson commented on the lack of awareness around mental health and that bullying is not going to be handled well, which was bit of disconnect with students.

Member Weisberg asked if it would be possible to add more specific questions regarding student satisfaction to show the disconnect. The data was important to help teachers and staff to assist students. Ms. Cuseo felt that this survey is not the best place to do the work, as research shows that shorter surveys have a better chance to be completed. Specific questions could be added to the Mental Health Survey and noted that these options may be something to consider.

Superintendent Hill agreed that looking at the School Satisfaction and Mental Health surveys was an option in addition to looking at the second semester to work with focus groups and to continue to work through ASB, as well as social networks to reach all students. Ms. Cuseo and Dr. Paramo will continue to work on possible solutions.

Vice President Tabet hoped that the survey can be revised now to avoid asking staff to do more and more with limited resources.

Member Ferguson felt that the mental health and bullying were a suicide issue if not addressed. The challenge moving forward will be demands with not enough staff to do the work. He suggested getting creative to try to figure out which programs to support.

President Frintner briefly commented on the Career Technical Education data and wondered if the dissatisfaction was due to the lack of course available or the quality of the programs. Ms. Cuseo said CTE teachers would be able to administer a short questionnaire and noted that the career pathways are popular and full.

11.g Report on National Student Clearinghouse Data

Sharon Cuseo, Assistant Superintendent, Instructional Services, report on the National Student Clearinghouse Data for Burbank Unified School District Graduates and California State University Proficiency Rates, as presented.

National Clearinghouse Report.pdf (OF 28,503)

Sharon Cuseo used a PowerPoint to highlight her report. The National Student Clearinghouse database contains more than 144 million college student records. It provides school districts with the ability to track the college enrollment, persistence and graduation rates of Burbank Unified School District (BUSD) students. It also keeps records of the colleges where the students are currently enrolled. This data is obtained from colleges and universities that enroll 98% of college students. The Burbank Unified School District has a district wide goal of increasing the number of students who have completed the UC/CSU a-g classes for college eligibility. In addition, the state Dashboard has a College and Career Indicator that also measures student preparedness. For 2017-2018 graduates, the prepared rate was 60.9%. For 2018-2019 graduates the rate increased to 67.6 % of graduates prepared for college or careers. The District has begun to see progress towards its goal of improving the UC/CSU a-g college eligibility rate and increasing the number of students who are prepared for both college and careers. The data in this report reviews is the National Student Clearinghouse Burbank Unified School District Aggregate Report. Overall, the District has improved its UC/CSU eligibility rate and more District students are enrolling in college and more students are prepared for both college and careers. However, BUSD did see a drop in the number of students enrolled in college immediately after graduation. It is anticipated that there will be a drop in next year's data as some student elected not to attend out of state colleges as a result of COVID-19. In addition, some students elected to attend community college instead of a four-year university once the university decided on online instruction.

Member Ferguson congratulated Ms. Cuseo, counselors, and CTE staff connecting with students.

11.h Report on Facilities and Technology Projects

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

Facilities and Technology PowerPoint_12.17.2020_v2.pdf (OF 28,504)

Debbie Kukta used a PowerPoint to report on current Facilities and Technology by location, project, contractor, and the amount. She then provided an update regarding the Disney construction. The start date for the Silver Creek modulars was delayed until January 2021 because of the impact with COVID, not enough staff and the holidays. The delay will help the District to better prepare to ensure that the bidding requirements are in place and should not impact the construction closing date.

12. NEW AND/OR UNFINISHED BUSINESS

12.a Approval of Minimum Wage Increase

That the Board of Education approve the minimum wage increase to $14.00 per hour, as mandated by the State of California, effective January 1, 2021, as presented.

Minimum Wage Increase.pdf (OF 28,505)

Sarah Niemann reported that change impacts employees earning below $14.00 on the Pay Schedule for Hourly or Special Assignment employees, as well as employees earning below $14.00 on the Schedule of Classified Monthly Salary. The change affected ranges 16 through 31 on the salary schedule, which total approximately 156 employees.

It was moved by Armond Aghakhanian, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

12.b Approval of Agreement with Alder Graduate School of Education -**PULLED**

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Alder Graduate School of Education to recruit teaching candidates, effective January 1, 2021 through June 30, 2022 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

PULLED Agreement - Alder.pdf

12.c Approval and Adoption of the Annual Accounting of Development Fees and Five-Year Developer Fee Report

That the Board of Education approve and adopt the Annual Accounting of Development Fees and Five-Year Developer Fee Report, as presented.

Developer Fee Study Report.pdf (OF 28,507)

Ms. Kukta reported that pursuant to Government Code section the District is required to prepare an annual report of developer fees collected for residential and commercial development within 180 days of the end of the fiscal year. The five-year report for 2019-2020 was made available for public review.
It was moved by Armond Aghakhanian, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

12.d Approval of School Sites' 2020-2021 School Plans for Student Achievement

That the Board of Education approve the school sites' 2020-2021 School Plans for Student Achievement, as presented. Note: Due to the size of each document, the School Plans for Student Achievement will not be duplicated for distribution, however, copies of all site plans are available for review in the Instructional Services Division or by contacting Peter Knapik at 818.729.4482.

School Single Plans 2020-21_121720.pdf (OF 28,508)

Peter Knapik reported that in order to meet the requirements for funded state and federal programs, all California public schools receiving state and federal categorical funds are required to annually prepare a School Plan for Student Achievement. As in past years, all District schools have prepared their individual SPSAs based on the Every Student Succeeds Act (ESSA), formerly No Child Left Behind, and performance goals as delineated in the District's Local Control Accountability Plan.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

12.e Ratification of Memorandum of Understanding Between Burbank Unified School District and the California Partnership for Achieving Student Success (Cal-Pass Plus)

That the Board of Education ratify the Memorandum of Understanding between Burbank Unified School District and the California Partnership for Achieving Student Success (Cal-Pass Plus), effective October 28, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Ratification MOU CalPASS with MOU.pdf (OF 28,509)

Sharon Cuseo reported that this is the annual agreement to continue the partnership with the community colleges for dual enrollment and the K-12 Strong Workforce Grant program, which is required to participate in the Cal-Pass Plus data collection program.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian

12.f Acceptance of Gifts

That the Board of Education take formal action accepting the following gifts to the District, and that the Board President convey appreciation to the donors, as presented.

Gift Report_121720.pdf (OF 28,510)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian

13. CONSENT AGENDA

13.a Approval of Minutes

That the Board of Education approve the minutes of the Special Meeting of November 10, 2020, as presented.

Minutes.11.10.20.SP.pdf (OF 28,511)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried 4-0-1 with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, and Aghakhanian. ABSTAINED – Weisberg.

13.b Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of November 19, 2020, as presented.

Minutes.11.19.20.pdf (OF 28,512)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried 4-0-1 with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, and Aghakhanian. ABSTAINED – Weisberg.

13.c Approval of Personnel Report Number 20-21-10

That the Board of Education approve Personnel Report number 20-21-10, covering Certificated and Classified personnel, and consisting of Pages 1 to 11 inclusive, as presented.

Personnel Report.pdf (OF 28,513)

13.d 2020-2021 Purchase Order Report

That the Board of Education approve Purchase Orders for 2020-2021 as listed through November 16, 2020, as presented.

2020-2021 Purchase Order Report.pdf (OF 28,514)

13.e Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $3,061,228.10 commercial warrants in the total amount of $2,723,185.07, as presented.

Warrants.pdf (OF 28,515)

13.f Approval of Agreement for Professional Services, Super Cooperative Purchasing Group - A California USDA Foods Cooperative

That the Board of Education approve the membership agreement between Burbank Unified School District and the Super Cooperative Purchasing Group, effective July 1, 2021 through June 30, 2022, and that authority to sign the contract pursuant to BUSD-AR 3314, as presented.

Food Service - Super Co-Op Agreement.pdf (OF 28,516)

13.g Ratification of Agreement for Professional Services (Special Education)

That the Board of Education approve the Agreement between Burbank Unified School District (BUSD) and San Joaquin County Office of Education (SJCOE), to provide professional services, effective July 1, 2019 through June 30, 2022, not to exceed $8,959.50, (01. 0-65000.0-50010-27000-5632-744-1000), and that authority to sign the agreement be exercised pursuant to BUSD- AR 3314, as presented.

SPED Contract with SJCOE_SEIS.docx.pdf (OF 28,517)

13.h Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide a comprehensive vision assessment and attend an IEP meeting for Special Education Student 160003888, not to exceed $425 (01.0-65000.0-57602-11900-5850-7440000), effective November 18, 2020 through January 1, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888_Ratified_Burbank Optometric.pdf (OF 28,518)

13.i Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Haynes Family of Programs to provide a vocational and transitional assessment and attend an IEP meeting for Special Education Student 950101528, not to exceed $1,700 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2020 through Jun 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 950101528_Haynes Family of Programs.pdf (OF 28,519)

13.j Approval of Amended Agreement for Professional Services (Special Education)

That the Board of Education approve an amended agreement between the Burbank Unified School District and Therapy In Action, to provide an occupational therapy assessment for Special Education Student 960027933, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 5, 2020 through May 31, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was June 4 2020. The effective date was from June 5, 2020 through December 30, 2020. Due to COVID 19, the assessor is unable to complete the assessment until restrictions are lifted. The amendment extends the original end date of December 30, 2020 to May 31, 2021 at no additional cost to the District.

SPED Student 960027933_Amended_Therapy In Action.pdf (OF 28,520)

13.k Approval of Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between the Burbank Unified School District and Augmentative Communication Therapies, to provide an augmentative assistive communication IEE for Special Education Student 960010470, not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective February 2, 2020 through December 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was February 6, 2020.

The effective date was from February 2, 2020 through June 30, 2020. Due to COVID 19, the assessor was unable to complete the IEE until restrictions were eased. The amendment extends the original end date of June 30, 2020 to December 30, 2020, at no additional cost to the District.

SPED Student 960010470_Amended_Augmentative Communication.pdf (OF 28,521)

13.l Approval of Amended Agreement for Professional Services (Special Education)

That the Board of Education approve an amend agreement between the Burbank Unified School District and Troy & Associates Educational Consulting, Inc., to provide compensatory education for Special Education Student 960029436, not to exceed $12,150 (01.0-65000.0-57602-11900-5850-7440000), effective November 5, 2020 through May 28, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was November 19, 2020. The effective date was from November 20, 2020 through May 28, 2022. This amendment is to change the start date of the agreement from November 20, 2020 to November 5, 2020.

SPED Student 960029436_Amended_Troy & Assoc.pdf (OF 28,522)

13.m Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Cyber High, to provide a credit recovery program for students with IEP's, not to exceed $37,359 (01.0-65000.0-57602-11900-5850-7440000), effective January 4, 2021 through January 4, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Cyber High.docx.pdf (OF 28,523)

13.n Approval of Instructional Consultant Services

That the Board of Education approve the instructional consultant services for the purpose of on-site student learning support and staff development, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Instructional Consultants with Backup - Redacted.pdf (OF 28,524)

13.o Approval of Non-Instructional Consultant Services

That the Board of Education approve the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Non-Instructional Consultants with Backup.pdf (OF 28,525)

13.p Approval of Apex Licensing Agreement for 2021-2022

That the Board of Education approve the APEX Learning Licensing Agreement for 2021-2022 school year, effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD - AR 3314, as presented.

APEX Licensing Agreement for 2021-2022 with Agmt.pdf (OF 28,526)

13.q Approval of Agreement- Pacific Oaks College

That the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and Pacific Oaks College to provide educational field experience, effective December 18, 2020 through December 17, 2023 unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement - Pacific Oaks College.pdf (OF 28,527)

13.r Ratification of Agreement for Professional Services, Bell & Kelly, LLP

That the Board of Education ratify an agreement between Burbank Unified School District and Bell & Kelly, LLP to perform specific services, effective December 1, 2020 through June 30, 2021, not to exceed $20,000 (01.0- 00000.0-00000-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Agreement - Bell and Kelly LLP.pdf (OF 28,528)

13.s Approval of Additive Change No.1, Saxon Engineering, Property Line Survey, Disney Elementary School (Bond Fund)

That the Board of Education approve an additive change order to the agreement between Burbank Unified School District and Saxon Engineering, pursuant to the proposal November 18, 2019, to provide services to conduct and prepare a property line survey for the New Modular Classrooms and Modernization, Disney Elementary School, not to exceed $10,623.80 (21.3-00000-0-91008-85000- 6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The increased amount of $723.80 is due to the added cost of reimbursables submitted bringing the total not to exceed amount to $10,623.80.

CO1_SAXON_DISNEY_BOND.pdf (OF 28,529)

13.t Approval of Amended Agreement for Professional Services, C-Below, Sub-Surfacing Imaging Services, New Modular Classrooms, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve the amended agreement between Burbank Unified School District and C-Below to provide sub-surfacing utility imaging services for the New Modular Classrooms at Walt Disney Elementary School, effective November 23, 2020 through November 23, 2022, not to exceed $6,115 (21.3-00000.0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD - AR3314, as presented. Note: The original agreement was Board approved on November 21, 2019. The amended agreement corrects the effective dates from November 22, 2019 to November 22, 2020, and extends the agreement two years.

Amend_C-Below_Disney_Bond.pdf (OF 28,530)

13.u Approval of Amended Lease Agreement of Two 24' X 40' Relocatable Classrooms, Elite Modular Leasing & Sales, Disney Elementary (Growth Fund)

That the Board of Education approve the amended lease agreement of Two (2) 24' X 40' Right Hand Door Location Classrooms at Disney Elementary, Elite Modular Leasing & Sales, effective January 1, 2021, not to exceed $98,880 (25.0-00000-0-91008-85000-6237-201-0000), Growth Fund, as presented. Note: This is an amended lease to extend

the original agreement, Board approved on May 18, 2017, for another year starting on January 1, 2021 and ending on December 31, 2021.

AMEND_ELITE_DISNEY_BOND.pdf (OF 28,531)

13.v Ratification of Agreement Quality Bidders Software Services Agreement, Colbi Technologies Inc., Facilities and Technology Services (Bond Fund)

That the Board of Education ratify an agreement between Burbank Unified School District and Colbi Technologies Inc., for the Quality Bidders Software for Facilities and Technology Projects, effective November 25, 2020 through November 25, 2021, not to exceed $8,000 (21.3-00000.0-91008-85000-5840-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratif_Colbi Tech_Bond.pdf (OF 28,532)

13.w Acceptance of Notice of Completion, CUPCCAA 2021-001, South Coast Mechanical, Replacement of Two Cooler and Freezer Evaporator Coils and Condensing Units at John Burroughs High School (Deferred Maintenance)

That the Board of Education accept the following as completed: replacement of two cooler and freezer evaporation coils and condensing units at John Burroughs High School, not to exceed $46,000 PO2100507 (14.0-00000.0-00000-81100-6510-432-0000), Deferred Maintenance, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: Funding Source was changed from Restrict Routine Maintenance to Deferred Maintenance.

NOC_South Coast Mechanical_JBHS_Deferred Maint.pdf (OF 28,533)

It was moved by Charlene Tabet, and seconded by Armond Aghakhanian, that the Board of Education approve items ***13a through 13w, except items 13a and 13b, which were voted separately.*** The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications – were allowed during 10a only.

14.b Staff Responses

Superintendent Hill wished all staff and the Board a restful and peaceful break and he was looking forward to 2021.

14.c Board Members' Comments and Responses

Member Weisberg thanked everyone for the warm welcome and for answering her questions.

Member Aghakhanian congratulated Clerk Ferguson for his reelection and Member Weisberg for her election. He also thanked Superintendent Hill, all staff, and parents. He noted that it has been an interesting year and thanked everyone for supporting his presidency.

Clerk Ferguson expressed his appreciation to all staff and wished everyone a peaceful holiday.

President Frintner thanked all staff for the hard work and dedication and his colleagues for helping him get through his first meeting as president and wished everyone Happy Holidays.

15. ADJOURNMENT

The meeting adjourned at 11:15 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

1/21/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

TO: Board of Education / Superintendent Consent 1/21/2021

SUBMITTED BY: Sarah Niemann, Assistant Superintendent, Human Resources Services

SUBJECT: Certificated Personnel - Report Number 20-21-11. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

ELECTION: ADULT TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHAE, DAVID Adult School	Teacher: Adult School ABE Math	11.0-00639.0-41101-10000-1130-5330000 11.0-39050.0-41101-10000-1130-5330000 11.0-63910.0-41101-10000-1130-5330000	35 25 40			1/4/2021

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DEMYANEK, DEBBY Jefferson Elementary School	Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2060000	100	RA:006 - ST:24	Began Service 9/1/1992	5/28/2021

ELECTION: INTERVENTION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
JUAREZ, CANDICE Mc Kinley Elementary School	Teacher: Intervention RTI	01.0-32200.2-11100-10012-1130-7409000	100			12/4/2020

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CAMPOS, MARIELA Burroughs High School	Counselor HS Counselor - FTE:100%	01.0-00000.0-00000-31100-1211-4320000	100	RA:004 - ST:01 STP: $1345		1/4/2021

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CABRAL, ANGELA Roosevelt Elementary School	Elementary Teacher Elem. Tchr-Intermediate-temporary -	01.0-00000.0-11100-10000-1110-2140000	100	RA:004 - ST:04		1/4/2021 5/28/2021

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT 0094, Special Education	Leave of Absence - FTE:80%	01.0-65000.0-57602-11901-1110-7440000	100	RA:VI - ST:09 STP: $2152.04	EPSLA LOA	12/10/2020 12/18/2020

CODY, NICOLE Harte Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-01500.0-00000-21300-1910-7420000	100	RA:006 - ST:13 STP: $1345	Parental Bonding LOA's	1/4/2021 2/26/2021
HUNTER, EMILY Mc Kinley Elementary School	Special Ed Teacher SDC - Elementary - FTE:100%	01.0-65000.0-57602-11100-1110-2090000	100	RA:005 - ST:06 STP: $2690	CC LOA	1/4/2021 1/29/2021
WASHAUSEN, DYLAN John Muir Middle School	Teacher Leave of Absence	01.0-00000.0-11100-10000-1110-3220000	100	RA:006 - ST:22	Child/Parental Bonding	1/11/2021 1/22/2021

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHIU, SEONG (GRATA) J Miller Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2100000	100	RA:006 - ST:06 STP: $1345		1/4/2021
HUNTER, EMILY Mc Kinley Elementary School	Special Ed Teacher SDC - Elementary - FTE:100%	01.0-65000.0-57602-11100-1110-2090000	100	RA:005 - ST:06 STP: $2690		2/1/2021

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT-0061-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:003 - ST:07 STP: $537	ESPLA LOA	11/30/2020 12/8/2020
CT-0065-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:004 - ST:07 STP: $537	ESPLA LOA	11/30/2020 12/8/2020
CT-0081-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90602.0-11100-10000-1110-2090000	100	RA:002 - ST:08 STP: $537	ESPLA LOA	12/7/2020 12/18/2020
CT-0082-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:68.75%	12.0-90602.0-11100-10000-1110-2060000 12.0-90602.0-11100-10000-1110-2160000	73 27	RA:001 - ST:05	ESPLA LOA	12/7/2020 12/18/2020
CT-0083-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:18.7%	12.0-90602.0-11100-10000-1110-2160000	100	RA:001 - ST:05	ESPLA LOA	12/7/2020 12/18/2020
CT-0085-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90602.0-11100-10000-1110-2060000	100	RA:003 - ST:07	ESPLA LOA	12/7/2020 12/17/2020
CT-0087-20, Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-61050.1-00010-10000-1110-5300000	100	RA:005 - ST:01	ESPLA LOA	12/14/2020 12/25/2020
GARFAIZ, JOCELYN Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:005 - ST:06	Site Closure	11/30/2020 12/8/2020
KHACHOYAN, JOSEPHINA Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:005 - ST:03 STP: $82	Site Closure	11/30/2020 12/8/2020
MOENCH, JOCELYN Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:005 - ST:08 STP: $82	Site Closure	11/30/2020 12/8/2020
ROSS, DEIDRA Childrens Center	Cc Teacher: Preschool Age Leave of Absence - FTE:100%	12.0-90601.0-00010-10000-1110-5080000	100	RA:005 - ST:03	Site Closure	11/30/2020 12/8/2020
CT-0091-20, Childrens Center	Cc Teacher: School Age Leave of Absence - FTE:62.50%	12.0-90602.0-11100-10000-1110-2140000	100	RA:005 - ST:05	ESPLA LOA	12/16/2020 12/23/2020

CT-0092-20, Childrens Center	Cc Teacher: School Age Leave of Absence - FTE:100%	12.0-90602.0-11100-10000-1110-2140000	100	RA:005 - ST:06 STP: $82	ESPLA LOA	12/16/2020 12/23/2020
CT-0093-20, Emerson Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2030000	100	RA:006 - ST:10 STP: $1345	ESPLA LOA	12/17/2020 12/18/2020
IVANKOVIC, PATTY Washington Elementary School	Special Ed Teacher Leave of Absence - FTE:100%	01.0-65000.0-50010-21000-1910-7440000 01.0-65000.0-57300-11104-1110-2160000	20 80	RA:006 - ST:24 STP: $4035	FMLA LOA	12/1/2020 12/1/2021

LEAVE OF ABSENCE (UNPAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
STEINBERG, STEVEN Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:50%	12.0-50250.1-11100-10000-1110-2030000	100	RA:005 - ST:02	General Purpose Leave spring semester 2020	1/4/2021 5/28/2021

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CHAE, DAVID Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		1/4/2021
CATE, LAURA Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135.00		12/11/2020
JAMES, JUSTIN Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140	Began Service 2/18/2020	12/18/2020

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
WODARSKI, COURTNEY Burbank High School	Long Term Sub Teacher Culinary Arts	01.0-00000.0-11100-10000-1160-4310000	100			8/31/2020 1/29/2021
VAUGHAN, JANELLE Emerson Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2030000	100			10/19/0202 12/18/2020
WARNER, JACKSON Harte Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2050000	100			10/26/2020 2/26/2021
CUEVAS, TAMARA Mc Kinley Elementary School	Long Term Sub Teacher 2nd Grade Teacher	01.0-00000.0-11100-10000-1160-2090000	100			10/19/2020 4/2/2021
OLKOWSKI, JOSHUA Special Education	Long Term Sub Teacher IA SpEd	01.0-65000.0-57602-11100-1160-4320000	100			10/12/2020 1/4/2021

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CATE, LAURA Burroughs High School	Long Term Sub Teacher English	01.0-00000.0-11100-10000-1160-4320000	100	Salary Rate: $279.02		1/4/2021 3/19/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 20-21-11

January 21, 2021
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Almasi, Christine	Miller	Intervention Planning	Hourly	$33.77	2	December
Bonino, Gabriella	Health Services	Home Teacher	Hourly	$36.09	5	December
Brinton, Joel	JBHS	Certificated Coaching	Stipend	$4608	1	December- June
Brinton, Joel	JBHS	Intervention Teaching	Hourly	$45.52	20	December- May
Cabral, Angela	Roosevelt	Intervention Planning	Hourly	$33.77	9	December
Caraveo, Diane	Miller	Intervention Teaching	Hourly	$45.52	4	December
Caroleo, Sarah	Harte	Intervention Planning	Hourly	$33.77	15	January - March
Cate, Laura	JBHS	Overlap Day	Daily	$135.00	1	December
Clendenin, Erin	Jefferson	Intervention Teaching	Hourly	$45.52	35.5	December
Cook, Jacob	JBHS	Certificated Coaching	Stipend	$4943	1	December- June
Crespy, Amilyn	Harte CC	Additional hours at assignment	Hourly	$26.33	2	December
Crespy, Amilyn	Harte CC	Additional hours at assignment	Hourly	$26.33	10	December - March
Curran, Emily	Spec. Ed	Teacher Additional Duties	Hourly	$83.80	11	December- June
Dadekian, Kristina	McKinley	Intervention Teaching	Hourly	$45.52	32	December
Dadekian, Kristina	McKinley	Intervention Planning	Hourly	$33.77	13.5	December
Dam, Abigail	JBHS	Curriculum Planning	Hourly	$33.77	12	December
Diamond, Erin	Washington	Intervention Planning	Hourly	$33.77	39.5	December
Duboe, Brooke	Providencia	Intervention Planning	Hourly	$33.77	1	December
Gibson, Karen	Stevenson	Intervention Teaching	Hourly	$45.52	7	December
Henry, Tracy	McKinley	Intervention Teaching	Hourly	$45.52	32	December
Henry, Tracy	McKinley	Intervention Planning	Hourly	$33.77	10.5	December
Juarez, Candice	McKinley	Intervention Teaching	Hourly	$45.52	6.5	December
Juarez, Candice	McKinley	Intervention Planning	Hourly	$33.77	2.5	December
Kong, Joy	Miller	Intervention Planning	Hourly	$33.77	2.5	December
Manoukian, Zare	JBHS	Intervention Teaching	Hourly	$45.52	20	December- May
Manson, Wesley	JBHS	Intervention Teaching	Hourly	$45.52	40	December- May
Marino, Erin	Disney	Intervention Teaching	Hourly	$45.52	4	December
Matic, Marichelle	Edison	Combo Class Stipend	Stipend	$481.95	1	2019 - 2020
Matsumoto, Linda	Adult	Staff meeting	Hourly	$22.98	.25	December
Meller, Emma	Miller	Intervention Teaching	Hourly	$45.52	9.5	December
Mucha, Michele	Spec. Ed	Intervention Planning	Hourly	$33.77	5	December

Pagan, Saida	BAS	Add'l Hours as Substitute	Hourly	$30.11	1.5	December
Palaski, Jessica	JBHS	Intervention Teaching	Hourly	$45.52	40	December- May
Perez, Kimberly	Miller	Intervention Planning	Hourly	$33.77	3	November – December
Perez, Kimberly	Miller	Intervention Teaching	Hourly	$45.52	22	December
Rivas, Fredi	Adult	Additional hours at assignment	Hourly	$44.72	3.75	December
Stephenson, Kathryn	Adult	Staff meetings	Hourly	$22.98	.5	December
Wiebler, Megan	Providencia	Intervention Planning	Hourly	$33.77	1	December
Wieden, Marlene	Providencia	Intervention Planning	Hourly	$33.77	1	December
Wenzel, Anne	Spec. Ed	Intervention Planning	Hourly	$33.77	13	December
Wenzel. Anne	Spec. Ed	Intervention Teaching	Hourly	$45.52	25	December

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Resignation								
MAI, Emily	Instructional Assistant-Children's Center	12.0-61050.1-00010-10000-2110-5300000	.500	32-II	A	11-20-20		Monterey Children's Center
REYNOLDS, Roberta	Board Member	01.0-00000.0-00000-71100-2390-7560000	1.0	E3-1	L	12-31-20		Superintendent's Office
NANYAN, Anahit	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-IV	D	12-04-20		Special Education
Leave								
ABRAHAMIAN, Armineh	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	1.00	32-VI	A	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
AGHABEGI, Ana	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.625	32-VI	A	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
ARUTYUNYAN, Knarik	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	1.00	32-VI	A	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
CL 0054-20		01.0-00100.0-00000-82100-2210-7520000		35-III	A	11-16-20	12-04-20	Human Resources EPSLA
CL 0055-20		01.0-00100.0-00000-82100-2110-3210000		40-VI	A	11-16-20	11-27-20	Human Resources EPSLA
CL 0056-20		01.0-81500.0-00000-81100-2210-7523000		50-III	A	11-16-20	11-26-20	Human Resources EPSLA
CL 0057-20		01.0-00100.0-00000-82100-2210-3210000		35-V	A	11-16-20	11-27-20	Human Resources EPSLA
CL 0058-20		01.0-00100.0-00000-82100-2210-3210000		35-VI	A	11-16-20	11-27-20	Human Resources EPSLA
CL 0059-20		12.0-90601.0-00010-10000-2110-5080000	1.00	32-VI	A	11-25-20	12-04-20	Human Resources EPSLA
CL 0060-20		12.0-90601.0-00010-10000-2110-5080000	.5938	32-VI	C	11-30-20	12-08-20	Human Resources EPSLA
CL 0062-20		12.0-90601.0-00010-10000-2110-5080000 12.0-90601.0-00010-10000-2110-5080000	.625 .0938	32-VI	A C	11-30-20 11-30-20	12-08-20 12-08-20	Human Resources EPSLA
CL 0063-20		12.0-90601.0-00010-10000-2110-5080000 12.0-90601.0-00010-10000-2110-5080000	.5938 .4063	32-VI	A A	11-30-20 11-30-20	12-08-20 12-08-20	Human Resources EPSLA

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Leave (Continued)								
CL 0064-20		12.0-90601.0-00010-10000-2110-5080000	.4375	32-VI	C	11-30-20	12-08-20	Human Resources
		12.0-90601.0-00010-10000-2110-5080000	.4375		A	11-30-20	12-08-20	EPSLA
CL 0066-20		12.0-90601.0-00010-10000-2110-5080000	.5313	32-VI	A	11-30-20	12-08-20	Human Resources
		12.0-90601.0-00010-10000-2110-5080000	.4688		A	11-30-20	12-08-20	EPSLA
CL 0067-20		01.0-00100.0-00000-82100-2210-4310000	1.0	35-VI	A	11-23-20	12-04-20	Human Resources EPSLA
CL 0068-20		01.0-00100.0-00000-82100-2210-7520000	1.0	36-VI	A	11-20-20	12-03-20	Human Resources EPSLA
CL 0069-20		01.000100.0-00000-82100-2210-3220000	1.0	35-III	A	11-20-20	12-06-20	Human Resources EPSLA
CL 0070-20		01.0-00100.0-00000-82100-2210-3220000	1.0	40-VI	A	11-18-20	11-27-20	Human Resources EPSLA
CL 0071-20		01.0-00100.0-00000-82100-2312-7520000	1.0	B9-7	A	11-16-20	11-26-20	Human Resources EPSLA
CL 0072-20		01.0-00100.0-00000-82100-2210-2030000	1.0	36-VI	A	11-20-20	11-27-20	Human Resources EPSLA
CL 0073-20		01.0-00100.0-00000-82200-2210-7520000	.50	40-VI	A	11-30-20	12-07-20	Human Resources
		01.0-81500.0-00000-82200-2210-7523000	.50					EPSLA
CL 0074-20		01.0-00100.0-00000-82100-2210-3220000	1.0	35-VI	A	11-23-20	12-01-20	Human Resources EPSLA
CL 0075-20		01.0-00100.0-00000-82200-2210-7520000	.10	40-VI	A	11-30-20	12-09-20	Human Resources
		01.0-81500.0-00000-82200-2210-7523000	.90					EPSLA
CL 0076-20		01.0-00100.0-00000-82100-2210-4310000	1.0	35-VI	A	11-12-20	11-22-20	Human Resources EPSLA
CL 0077-20		01.0-00100.0-00000-82100-2210-3220000	1.0	35-VI	A	11-20-20	11-27-20	Human Resources EPSLA
CL 0078-20		01.0-00100.0-00000-82200-2210-7520000	.10	56-VI	A	11-30-20	12-09-20	Human Resources
		01.0-81500.0-00000-82200-2210-7523000	.90					EPSLA

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Leave (Continued)								
CL 0079-20		01.0-00100.0-00000-82100-2210-7520025	1.0	35-VI	A	11-16-20	12-07-20	Human Resources EPSLA
CL 0080-20		01.0-00100.0-00000-82100-2210-3220000	1.0	40-VI	A	11-20-20	11-27-20	Human Resources EPSLA
CL 0084-20		12.0-90601.0-00010-10000-2110-5080000	1.0	32-VI	C	12-07-20	12-18-20	Human Resources EPSLA
CL 0086-20		01.0-65000.0-57601-11100-2110-2143000	.500	35-III	D	11-24-20	12-04-20	Human Resources EPSLA
CL 0088-20		12.0-90602.0-11100-10000-2110-2140000 12.0-90603.0-00010-10000-2110-5300000	.375 .625	32-V	D A	12-14-20 12-14-20	12-23-20 12-23-20	Human Resources EPSLA
CL 0089-20		12.0-90602.0-11100-10000-2110-2140000	.75	32-VI	D	12-16-20	12-23-20	Human Resources EPSLA
CL 0090-20		12.0-90602.0-11100-10000-2110-2050000 01.0-01501.0-47600-10000-2110-2050000 01.0-01501.0-47600-10000-2110-2020000	.375 .375 .375	32-VI	C D D	12-16-20 12-16-20 12-16-20	12-23-20 12-23-20 12-23-20	Human Resources EPSLA
ERLICH, Jill	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000 12.0-90601.0-00010-10000-2110-5080000	.375 .4375	32-VI	C A	11-30-20 11-30-20	12-08-20 12-08-20	Horace Mann Children's Center Paid leave due to site closure
EVARTRAZIAN, Alice	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000 12.0-90601.0-00010-10000-2110-5080000	.5313 .4375	32-VI	C C	11-30-20 11-30-20	12-08-20 12-08-20	Horace Mann Children's Center Paid leave due to site closure
GALSTYAN, Paystar	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.4375	32-III	A	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
GOLASKI, Patricia	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.500	32-VI	C	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
GONZALEZ, Francisco	Children's Center Service Worker	12.0-90601.0-00010-10000-2110-5080000	.625	33-VI	A	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
KELLY, Mary	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.6875	32-VI	C	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
KRUSE, Cara	Instructional Assistant-Special Education	01.0-65000.0-57602-11100-2110-2090000	.75	32-V	D	12-14-20	03-19-21	McKinley Elementary Paid Parental Bonding

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Leave (Continued)								
LOURENCO, Amanda	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000		40-VI	D	11-30-20	02-19-21	Special Education Child Bonding
MIRZAKHANIAN, Alice	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000 12.0-90601.0-00010-10000-2110-5080000	.4375 .4375	32-VI	C A	11-30-20 11-30-20	12-08-20 12-08-20	Horace Mann Children's Center Paid leave due to site closure
MONACO, Cathy	Instructional Assistant-Special Education	01.0-65000.0-57602-11200-2110-2090000	.75	32-II	D	01-04-21	09-27-21	McKinley Elementary Unpaid Home Responsibility
RATIU, Janet	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2090000	.500	32-III	D	09-08-20	06-01-21	McKinley Around the Bell Unpaid Home Responsibility change to end date
ROBLES, Rebeca	Children's Center Service Worker	12.0-90601.0-00010-10000-2110-5080000	.8125	33-VI	A	11-30-20	12-08-20	Horace Mann Children's Center Paid leave due to site closure
Additional Compensation Working Out of Class								
WADE, Cheretta	Personnel Technician I	01.0-00000.0-00000-72000-2410-7550000	1.0	41-VI	A	11-04-20	11-30-20	Human Resources
Additional Compensation for Longevity								
ARMENTA, Hugo	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000 01.0-81500.0-00000-82200-2210-7523000	.10 .90	40-VI	A	12-01-20		Facilities Services 20 yrs., $197/mo.
FELDMAN-BOOTE Alicia	Library Coordinator	01.0-00000.0-00000-24200-2210-4310000	1.0	39-VI	C	12-01-20		Burbank High School 10 yrs., $115/mo.
FITZGERALD, Angelica	Senior Library Coordinator	01.0-00000.0-00000-24200-2210-4320000	1.0	38-VI	A	12-01-20		Burroughs High School 20 yrs., $197/mo.
GONZALEZ, Jorge	Painter	01.0-81500.0-00000-81100-2210-7523000	1.0	48-VI	A	12-01-20		Facilities Services 10 yrs., $148/mo.
PEREZ, Joseph	Lead Custodian-Secondary	01.0-00100.0-00000-82100-2210-4310000	1.0	40-VI	A	12-01-20		Burbank High School 20 yrs., $197/mo.
RODRIGUEZ, Rebecca	School Office Manager-Continuation	01.0-02200.0-32000-27000-2410-5300000	1.0	43-VI	B	12-01-20		Monterey High School 25 yrs., $238/mo.
SCHLEY, Gary	Reprographics Technician	01.0-00500.0-00000-75500-2410-7401000	1.0	45-VI	A	12-01-20		Facilities Services 10 yrs., $115/mo.

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Additional Compensation for Longevity (Continued)								
TORRES, Jorge	Custodian	01.0-00100.0-00000-82100-2210-3220000	1.0	35-VI	A	12-01-20		Muir Middle School 15 yrs., $148/mo.
Additional Compensation for Advanced Custodial Training								
AGUILAR, Patricia	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
ALCANTAR, Robert	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
ALVAREZ, Margarita	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
AVENDANO, Mario	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
AVINA, Jose	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
AVINA, Manuel	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
AYALA, Jose R	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
BARILLAS, Otto	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
BELTRAN, Andrew	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
CELIS, Juan Carlos	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
CORDOVA, Oscar	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
COVA, Jaime	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
CRUZ GOMEZ, Veronica	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
CUSTODIO VALLE, Luz	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
DE LEON, Juan	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
DIAZ, Basilio	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
DIAZ, Juan Carlos	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
FLORES, Daniel	Safety/Utility Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services

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Additional Compensation for Advanced Custodial Training (Continued)								
FLORES RAYO, Vicente	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-29		Facilities Services
GALVEZ, Dario	Safety/Utility Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
GARCIA, Manuel	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
GILCHRIST, Emmanuel	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
GONZALEZ, Valdez	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
GRACIAS, Emmanuel	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
GUERRA, Griselda	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
GUEVARA, Carlos	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
GUTIERREZ, Pedro	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
HOWARD, Bobby	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
JOHNSON, Michael	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
LARA, Jose	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
LEDEZMA, Reina	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
LEON, Oscar	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
LINARES, Edgar	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
LOPEZ, Anastasia	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
LOPEZ SANCHEZ, Celestino	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
MACIAS ROMERO, Oscar	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
MAGANA, Rafael	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
MENDEZ ZEPEDA, Luis	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services

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Additional Compensation for Advanced Custodial Training (Continued)								
MICHEL, Gary	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
MIRZAKHANIAN, Georg	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
MOLINA, Ricardo	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
MORAN, Martin	Senior Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
MORENO, Crhistian	Safety/Utility Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
OLEA, Noe	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
ON, Hao	Swim Pool Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
OROZCO, Orasio	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
PADILLA, David	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
PEREZ, Jorge	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
PEREZ, Joseph	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
PONCE, Maria	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
POZOS, Salvador	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
RAMOS, Jasselt	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
REYES, David	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
RICHARDSON, Ryan	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
ROBLES, Rebeca	Childcare Center Service Worker	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
RODRIGUEZ, Jose	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
SANDERS, Robert	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
SANDOVAL, Efren	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services

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Additional Compensation for Advanced Custodial Training (Continued)								
SNIDER, Randy	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
SUM, Gloria	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
TORRES, Jorge	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
VALLEJO, Luis	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
VAZQUEZ, Isidoro	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
VAZQUEZ, Roxana	Safety/Utility Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
VILLALTA, Jose	Custodian	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
ZELAYA, Raul	Lead Custodian Secondary	01.0-32200.0-00000-82100-2991-7529000		165.00		11-19-20		Facilities Services
Additional Compensation for Site Technology Specialist								
BAUMAN, Laura	Instructional Media Specialist	01.0-00000.0-00000-27200-2450-7730000		1092.00		08-17-20	12-18-20	Technology Services
BUSSARD, Beverly	Instructional Assistant Resource Lab	01.0-00000.0-00000-27200-2450-7730000		1092.00		08-17-20	12-18-20	Technology Services
KIM, Nancy	Instructional Media Specialist	01.0-00000.0-00000-27200-2450-7730000		1092.00		08-17-20	12-18-20	Technology Services
MARTINEZ, Cory	Office Technician – Continuation	01.0-00000.0-00000-24200-2450-7730000		1092.00		08-17-20	12-18-20	Technology Services
Temporary Change of Assignment								
AZNAVOUR, Yeran	Food Service Supervisor II	13.0-53100.0-00000-37009-2312-3220000	1.00	S-I	I	08-17-20	03-31-21	Muir Middle School change to end date
CABRAL, Marisol	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-2090000	.6875	32-VI	I	08-17-20	03-31-21	McKinley Elementary change to end date
NANEZ ARCIVA, Brenda	Food Service Supervisor II	13.0-53100.0-00000-37000-2230-4310000	1.00	S-IV	I	08-17-20	03-31-21	Burbank High School change to end date

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Temporary Change of Assignment (Continued)								
SALCEDO, Miriam	Food Service Supervisor III	13.0-53100.0-00000-37000-2230-3210000	1.00	R-VI	I	08-17-20	03-31-21	Jordan Middle School change to end date
Election – Monthly								
CHOLAKIAN, Eliza	Elementary School Aide	01.0-00000.0-11100-10009-2910-2102000	.375	27-I	D	01-04-21		Miller Elementary
DOMINGUEZ, Steven	Instructional Technology Media Specialist	01.0-00000.0-00000-24200-2210-2050025 01.0-90201.0-00000-24200-2210-2058200	.625 .125	38-I	D	12-01-20		Bret Harte Elementary
MORENO, Alexis	Instructional Assistant – Special Education	01.0-33100.0-57602-11200-2110-3200000	.75	32-I	D	11-30-20		Luther Middle School
REINA, Yadira	Instructional Assistant Translator - Deaf	01.0-33100.0-57602-11104-2110-4313000	.8125	33-I	D	12-14-20		Burbank High School
REVELES, Ivory	Instructional Assistant – Special Education	01.0-33100.0-57602-11100-2110-4313000	.8125	32-III	D	12-09-20		Burbank High School
VAUGHNS, Regina	Educational Interpreter III	01.0-65000.0-57602-11104-2110-2160000	.75	54-III	D	12-01-20		Washington Elementary
WHITE, Michelle	Senior School Finance Clerk	01.0-00000.0-00000-27000-2410-4310000	1.0	40-I	B	12-07-20		Burbank High School
Election – Hourly								
ALVAREZ, Guillermo	Plumber	01.0-81500.0-00000-81100-2240-7523100		50-III	A	11-11-20	11-11-20	Facilities Services
ALVAREZ, Margarita	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	11-01-20	11-03-20	Burbank High School
AVENDANO, Mario	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	10-25-20	11-01-20	Jefferson Elementary
BABAIAN, Agatia	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		32-V	A	12-11-20	01-31-21	Bret Harte Children's Center
BAGHDASIAN, Violet	Instructional Assistant – Adult Education	11.0-63910.0-41106-10000-2130-5330000 11.0-00639.0-41107-10000-2130-5330000	.90 .10	14.93	F	12-01-20	12-31-20	Burbank Adult School
BELTRAN, Andrew	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-III	A	10-29-30	11-06-20	Muir Middle School
BUSTOS, Adriana Jimena	Bilingual Translator	01.0-65000.0-50010-21000-2950-7440000		16.24	G	12-01-20	06-30-21	Instructional Services

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Election – Hourly (Continued)								
CHAPUT, Edward	Systems Analyst	01.0-32200.0-00000-77000-2440-7449000 01.0-32200.1-00000-77000-2440-7409000 01.0-32200.2-00000-77000-2440-7409000	.3333 .3333 .3334	67-VI	A	11-01-20	12-30-20	Technology Services
GALSTYAN, Paystar	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2160000		32-III	A	11-13-20	12-31-20	Washington Children's Center
GRIGORIAN, Helga	IT Systems Analyst	01.0-32200.0-00000-77000-2440-7449000 01.0-32200.1-00000-77000-2440-7409000 01.0-32200.2-00000-77000-2440-7409000	.3333 .3333 .3334	63-VI	A	11-01-20	12-30-20	Technology Services
LEON, Oscar	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	10-30-20	10-31-20	Burbank High School
LEVITT, Edward	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	11-01-20	11-30-20	Burbank Adult School
LINARES, Edgar	Custodian	01.0-90902.0-81000-50002-2240-7528000		35-VI	A	10-01-20	11-30-20	Stevenson Elementary
LUNDBERG, Nuria	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000 01.0-01500.0-00000-27000-2950-7422000		16.24 16.24	G G	11-01-20 11-01-20	11-30-20 11-30-20	Instructional Services Instructional Services
MELIKIAN, Lilia	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		32-VI	D	12-01-20	02-28-21	Bret Harte Children's Center
MENENDEZ, Juan	Campus Supervision Assistant	01.0-01500.0-00000-27000-2950-7422000		35-VI	D	11-06-20	11-06-20	Burbank High School
PEREZ, Joseph	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	10-25-20	10-25-20	Burbank High School
RAMOS, Jasselt	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	11-02-20	11-02-20	Burbank High School
RODRIGUEZ, Sergio	Building Maintenance Leadperson	01.0-81500.0-00000-81100-2240-7523100		58-V	A	11-11-20	11-11-20	Facilities Services
SERMENO, Estela	Community Resource Assistant	01.0-01500.0-00000-27000-2950-7422000		31-VI	D	11-19-20		Miller Elementary
SHADKAM, Araz	Middle School Aide	01.0-90904.0-00000-83000-2240-7408000		34-IV	D	11-01-20	11-30-20	Muir Middle School
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2160000		32-V	D	11-01-20	01-13-21	Washington Children's Center

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
TAGMAZYAN, Anna	Community Resource Assistant	01.0-01500.0-00000-27000-2950-7422000		31-VI	D	10-19-20	11-20-20	Miller Elementary
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	10-29-20	10-30-20	Burbank High School
TORRES, Jorge	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	10-25-20	10-25-20	Muir Middle School
VILLA-GUARDADO, Gregorio	Network Analyst	01.0-32200.0-00000-77000-2440-7449000 01.0-32200.1-00000-77000-2440-7409000 01.0-32200.2-00000-77000-2440-7409000	.3333 .3333 .3334	67-VI	A	11-01-20	12-30-20	Technology Services
ZEYALA, Raul	Lead Custodian Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	10-31-20	11-01-20	Muir Middle School
Election – Walk on Coach								
BRYANT, Dylan Anthony	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School
BURCH, Benjamin Davis	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School
CALZADILLA, Jose Antonio	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School
CASTRO, Bernardo	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School
HANAMAKA, Glenn Mitsuo	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School
HERNANDEZ, Erick	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	08-01-20	10-31-20	Burroughs High School
ORTEGA-JENNISON, Martin Ryan	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School
RECCHIA, Keith Gilbert	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School
WILLIAMS, Megan Nicole	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		13.09	F	12-01-20	02-28-21	Burroughs High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 11/17/2020 & 12/07/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
21000030	HYDRAULIC INDUSTRIAL PLUMBING SUPPLY	C/O 1: REDUCE BY $25,000.00; 2020-21 BLANKET ORDER; PLUMBING SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$33,500.00
21000076	CITY OF BURBANK	C/O 1: REDUCE BY $5,500.00; 2020-21 BLANKET ORDER; LANDFILL FACILITY USE; UNRESTRICTED MAINTENANCE FUNDS	FACILITIES SERVICES	010	$11,000.00
21000453	DRIFTWOOD DAIRY	C/O 1: REDUCE BY $50,000.00; 2020-21 BLANKET ORDER; DAIRY PRODUCTS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$140,000.00
21000457	GOLD STAR FOODS	C/O 1: REDUCE BY $200,000.00; 2020-21 BLANKET ORDER; STOCK FOOD ITEMS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$500,000.00
21000482	BURBANK OPTOMETRIC CENTER, INC.	C/O 2: EXTEND TERM; CARRYOVER OF PO 20003528; CONSULTANT AGREEMENT; VISION THERAPY; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/16/20	SPECIAL EDUCATION	010	$5,250.00
21000598	UME FEDERAL CREDIT UNION	C/O 2: INCREASE BY $1173.43; AUDIO RENTAL EQUIPMENT; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$2,100.00
21000825	BMC WEST LLC	C/O 1: REDUCE BY $194.00; 2020-21 BLANKET ORDER; INSTRUCTIONAL SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$4,306.00
21001082	SUNBELT CONTROLS INC	FACILITY REPAIR BY VENDOR	FACILITIES SERVICES	010	$1,070.00
21001160	4A CRANE SERVICE CO.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$200.00
21001292	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$59.51
21001347	STAR FORD	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$85.61
21001348	NORTHERN SAFETY & INDUSTRIAL	GROUNDS SUPPLIES	FACILITIES SERVICES	010	$610.77
21001349	TARGET SPECIALTY PRODUCTS	PEST CONTROL	FACILITIES SERVICES	010	$3,105.37
21001351	SUNBELT RENTALS, INC.	CONTRACTED SERVICES	FACILITIES SERVICES	010	$614.31
21001402	JOHNSON CONTROLS FIRE PROTECTION LP	C/O 1: INCREASE BY $440.00 & ADD ROOSEVELT; FIRE ALARM PROGRAMMING @ EDISON, MCKINLEY & MONTEREY; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,295.00
21001426	FILE KEEPERS, LLC	C/O 1: INCREASE BY $131.25; 2020-2021 BLANKET ORDER; DOCUMENT DESTRUCTION	BURBANK HIGH SCHOOL	010	$431.25
21001506	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEMS; OFFICE SUPPLIES	MC KINLEY ELEMENTARY	010	$42.83

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001542	TURF STAR, INC.	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$3,044.01
21001654	PRO-ED	TESTING MATERIALS	HORACE MANN CHILDREN´S CENTER	010	$158.73
21001655	REALLY GOOD STUFF LLC	INSTRUCTIONAL MATERIALS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$47.94
21001656	PRO-ED	TESTING MATERIALS	SPECIAL EDUCATION	010	$351.13
21001657	SAN MATEO-FOSTER CITY SCHOOL DISTRICT	2020-21 SUPER CO-OP MEMBERSHIP CONTRIBUTION; CHILD NUTRITION SCHOOL PROGRAM FUNDS; BOARD APPROVED 6/4/20	FOOD SERVICES	130	$742.40
21001658	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; GEER FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$691.04
21001659	CURRICULUM ASSOCIATES INC	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$1,269.75
21001660	ESGI, LLC	SOFTWARE LICENSE; TITLE III IMMIGRANT EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$597.00
21001661	PEARSON ASSESSMENT	TESTING MATERIALS	HORACE MANN CHILDREN´S CENTER	010	$593.89
21001662	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$2,063.48
21001663	AMAZON CAPITAL SERVICES	BOOKS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$217.04
21001664	LUNDY, NICHOLAS	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	LUTHER BURBANK MIDDLE SCHOOL	010	$149.99
21001665	LEE, JUSTIN	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$149.99
21001666	REILY, MIKE	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$149.99
21001667	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$52.90
21001668	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$109.11
21001669	LEARNING.COM	SOFTWARE LICENSE; GIFT FUNDS; BOARD APPROVED 6/18/20	STEVENSON ELEMENTARY	010	$3,595.00
21001670	BOVEE, KRISTY	REIMBURSEMENT TO TEACHER FOR TECHNOLOGY SUPPY	EMERSON ELEMENTARY	010	$131.36
21001671	COLLINS, CHANDRA	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL MATERIALS; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$255.00
21001672	BALLARD & TIGHE, PUBLISHERS	BOOKS; TITLE III-IMMIGRANT EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$1,441.26
21001673	MIDWEST SHEET MUSIC, INC	INSTRUCTIONAL MATERIALS	BURBANK HIGH SCHOOL	010	$78.40
21001674	LEVY, JODI	REIMBURSEMENT TO COUNSELOR FOR OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$34.97
21001675	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$174.45
21001676	SKILLSUSA CALIFORNIA	CONFERENCE REGISTRATION FEES; JBHS AND BHS; CTE-UNRESTRICTED FUNDS	INSTRUCTIONAL SERVICES	010	$720.00

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001677	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$57,631.98
21001678	BELTRAN, HEATHER	CONSULTANT AGREEMENT; CORE CONDITIONING AND STRENGTHENING CLASSES; GIFT FUNDS; BOARD APPROVED 9/17/20	JEFFERSON ELEMENTARY	010	$1,000.00
21001679	HP INC	TECHNOLOGY SUPPLY; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$5,705.93
21001680	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY SUPPLIES	MILLER ELEMENTARY	010	$147.46
21001682	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM FURNITURE	ROOSEVELT ELEMENTARY	010	$229.30
21001683	SCHOOL OUTFITTERS	TECHNOLOGY SUPPLIES	PROVIDENCIA ELEMENTARY	010	$405.48
21001684	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$59.22
21001685	AMAZON CAPITAL SERVICES	C/O1: REDUCE BY $28.31; TECHNOLOGY SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$2,084.08
21001686	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	SAFETY SUPPLIES; ESSER FUNDS	SPECIAL EDUCATION	010	$5,358.15
21001687	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$202.46
21001689	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$59.51
21001690	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$10.85
21001691	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$74.85
21001692	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$142.15
21001693	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$30.86
21001694	THE HOME DEPOT F/K/A SUPPLYWORKS	CLASSROOM FURNITURE; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$478.76
21001695	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	SOFTWARE LICENSE; TITLE I FUNDS	MILLER ELEMENTARY	010	$1,540.00
21001696	IXL LEARNING	SOFTWARE LICENSE; GEER FUNDS	SPECIAL EDUCATION	010	$180.00
21001698	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$52,826.40
21001699	MULTI-HEALTH SYSTEMS	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$164.00
21001700	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$46.27
21001701	HP INC	COMPUTER EQUIPMENT; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$1,141.19
21001702	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY SUPPLY; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$5.51
21001703	MARCY COOK	CLASSROOM SUPPLIES; TITLE I FUNDS	MC KINLEY ELEMENTARY	010	$56.11

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001704	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	EMERSON ELEMENTARY	010	$34,579.19
21001705	HP INC	TECHNOLOGY SUPPLY; TITLE I FUNDS	EMERSON ELEMENTARY	010	$3,423.56
21001706	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE III IMMIGRANT EDUCATION FUNDS	MUIR MIDDLE SCHOOL	010	$11,526.40
21001707	HP INC	TECHNOLOGY SUPPLY; TITLE III IMMIGRANT EDUCATION FUNDS	MUIR MIDDLE SCHOOL	010	$1,141.19
21001708	CHASE, KRISTI	CONSULTANT AGREEMENT; PHYSICAL EDUCATION COACHING SERVICES; GIFT FUNDS; BOARD APPROVED 9/17/20	JEFFERSON ELEMENTARY	010	$3,055.00
21001709	PEARSON ASSESSMENT	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$40.50
21001710	RBLISS LLC	CONSULTANT AGREEMENT; STEAM LAB PREPARATION SERVICES; GIFT FUNDS; BOARD APPROVED 9/17/20	JEFFERSON ELEMENTARY	010	$5,550.00
21001711	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$780.71
21001712	BESTLINK NETWARE INC	TECHNOLOGY SUPPLIES	EMERSON ELEMENTARY	010	$12.29
21001713	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; GEER FUNDS	COMMUNITY DAY SCHOOL	010	$1,454.75
21001714	WHAT A PARTY	TRIVIA TOURNAMENT SERVICES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$300.00
21001715	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$79.08
21001716	DICK BLICK CO	ART SUPPLIES	BURBANK HIGH SCHOOL	010	$843.96
21001717	PAR INC	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$246.51
21001718	VAN DERMYDEN MADDUX LAW CORPORATION	PROFESSIONAL SERVICES AGREEMENT; HEARING OFFICER SERVICES; BOARD APPROVED 11/5/20	FISCAL SERVICES	010	$50,000.00
21001719	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$9,701.80
21001720	JUNIOR LIBRARY GUILD	BOOKS	JORDAN MIDDLE SCHOOL	010	$251.59
21001721	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$660.03
21001722	GREENFIELD LEARNING INC.	SOFTWARE LICENSE; LCFF SUPPLEMENTAL FUNDS	ROOSEVELT ELEMENTARY	010	$6,100.00
21001723	YOUSCIENCE, LLC	SOFTWARE LICENSES; CTE INCENTIVE GRANT FUNDS	ELECTRONIC DISTRIBUTION	010	$1,000.00
21001724	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; ADULT EDUCATION BLOCK GRANT FUNDS	BURBANK ADULT SCHOOL	110	$13,017.00
21001725	HP INC	TECHNOLOGY SUPPLY; ADULT EDUCATION-BLOCK GRANT FUNDS	BURBANK ADULT SCHOOL	110	$1,141.19
21001726	AMAZON CAPITAL SERVICES	BOOKS AND CLASSROOM SUPPLIES; TITLE III IMMIGRANT EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$257.72
21001727	SCHOOL SPECIALTY, INC	INSTRUCTIONAL MATERIALS; GEER FUNDS	MC KINLEY ELEMENTARY	010	$219.30

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001728	OXFORD UNIVERSITY PRESS CUSTOMER SERVICE DEPARTMEN	BOOKS AND E-BOOKS; TITLE III IMMIGRANT EDUCATION FUNDS	JEFFERSON ELEMENTARY	010	$700.55
21001729	OXFORD UNIVERSITY PRESS CUSTOMER SERVICE DEPARTMEN	BOOKS; TITLE III-LEP STUDENT PROGRAM FUNDS	JEFFERSON ELEMENTARY	010	$351.51
21001730	CDW-G - COMPUTER DISCOUNT WHSE	TECHNOLOGY SUPPLIES	PROVIDENCIA ELEMENTARY	010	$396.90
21001731	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; TITLE III-LEP FUNDS	STEVENSON ELEMENTARY	010	$3,148.78
21001732	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$1,861.79
21001733	PAR INC	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$467.09
21001734	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	BRET HARTE ELEMENTARY	010	$198.42
21001735	UME FEDERAL CREDIT UNION	C/O 2: REINSTATE ORDER; CLASSROOM SUPPLY; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$47.40
21001736	MICROWIZE TECHNOLOGY, INC.	SOFTWARE LICENSE; ADULT EDUCATION BLOCK-GRANT FUNDS	BURBANK ADULT SCHOOL	110	$5,808.00
21001737	UME FEDERAL CREDIT UNION	CLASSROOM FURNITURE; ACCOUNTS RECEIVABLE FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$388.06
21001738	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	Student Services	010	$44.08
21001739	GRAY, GRETCHEN	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$45.77
21001740	BOX CARS AND ONE-EYED JACKS, INC	CLASSROOM SUPPLIES; TITLE III-LEP STUDENT PROGRAM FUNDS	JEFFERSON ELEMENTARY	010	$1,042.68
21001741	OXFORD UNIVERSITY PRESS CUSTOMER SERVICE DEPARTMEN	BOOKS AND E-BOOKS; TITLE III IMMIGRANT EDUCATION FUNDS	EMERSON ELEMENTARY	010	$1,016.60
21001742	CARSON-DELLOSA PUBLISHING CO	WORKBOOKS; GEER FUNDS	PROVIDENCIA ELEMENTARY	010	$17.62
21001743	HOWITT, ELAYNE	REIMBURSEMENT TO TEACHER FOR COOKING CLASS SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$184.35
21001744	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$652.00
21001745	UME FEDERAL CREDIT UNION	RENTAL EQUIPMENT; ESSER FUNDS	FACILITIES SERVICES	010	$930.00
21001746	FLORES, ERIKA	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001747	PALACIO, COLLEEN	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001748	GONZALES, NORMA AND MARTINEZ, RUBEN	REFUND TO PARENTS FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001749	BRINTON, CRISTY	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001750	NAZAROWITZ, JANNA	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$580.00
21001751	JOHNSON, JILL	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001752	GRAHAM, MALISSA	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$320.00
21001753	PANDURO, LETICIA	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001754	SZARAS, JONATHAN	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$145.00
21001755	SUM, MONICA	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$320.00
21001756	MCKILLIAN, STACY	REFUND TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001757	STANIS, STEPHEN AND IVA-MARIE PALMER	REFUND TO PARENTS FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21001758	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$176.40
21001759	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$201.01
21001760	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$99.23
21001761	PEARSON ASSESSMENT	TESTING MATERIALS	HORACE MANN CHILDREN´S CENTER	010	$299.76
21001762	TRONCOSO, JANETTE	REIMBURSEMENT TO OFFICE MANAGER FOR CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$184.70
21001763	KIM, TERRY	REIMBURSEMENT TO PARENT FOR STUDENT SUPPLIES	EDISON ELEMENTARY	010	$88.00
21001764	WORSHAM, JUSTIN	REIMBURSEMENT TO BOOSTER PRESIDENT FOR STUDENT SUPPLIES	BRET HARTE ELEMENTARY	010	$2,017.69
21001765	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$135.00
21001766	COLBI TECHNOLOGIES INC	SOFTWARE SERVICES AGREEMENT; QUALITY BIDDERS; BOND FUNDS; BOARD APPROVED 12/17/20	FACILITIES SERVICES	213	$8,000.00
21001767	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JORDAN MIDDLE SCHOOL	010	$69.02
21001768	COMPLETE BOOK & MEDIA SUPPLY, LLC	WORKBOOKS; GEER FUNDS	PROVIDENCIA ELEMENTARY	010	$104.45
21001769	MORGAN, PEGGY	REIMBURSEMENT TO COUNSELING SECRETARY FOR OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$25.57
21001770	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$72.04
21001771	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$246.14

BOARD DETAIL REPORT

Printed between 11/17/2020 & 12/07/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
21001772	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MC KINLEY ELEMENTARY	010	$744.53
21001773	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL SUPPLIES; GEER FUNDS	PROVIDENCIA ELEMENTARY	010	$75.14
21001774	MIGUEL, JENNIFER	REIMBURSEMENT TO PARENT FOR PARTY SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$256.79
21001775	UME FEDERAL CREDIT UNION	SAFETY EQUIPMENT; ESSER FUNDS	FACILITIES SERVICES	010	$1,373.55
21001776	PEARSON ASSESSMENT	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$504.69
21001777	ARELLANO, CELINA	REIMBURSEMENT TO OFFICE SPECIALIST FOR OFFICE SUPPLIES; ADULT EDUCATION FUNDS	BURBANK ADULT SCHOOL	110	$31.74
21001778	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$458.11
21001779	JESSOE, JENNIFER	REIMBURSEMENT TO OCCUPATIONAL THERAPIST FOR INSTRUCTIONAL MATERIALS AND OFFICE SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$196.57
21001780	CCAE-COUNCIL FOR ADULT EDUCATION	2020-2021 MEMBERSHIP RENEWAL; ADULT EDUCATION FUNDS; BOARD APPROVED 6/4/20	BURBANK ADULT SCHOOL	110	$250.00
21001781	LEADER SERVICES	MEDI-CAL MONTHLY BILLING; SPECIAL EDUCATION & HEALTH SERVICES; MEDI-CAL FUNDS; BOARD APPROVED 5/17/18	SPECIAL EDUCATION	010	$30,000.00
21001782	PEARSON ASSESSMENT	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$215.00
21001783	SULLIVAN, JILL	CONSULTANT AGREEMENT; INDUCTION MENTOR SERVICES; BOARD APPROVED 11/19/20	INSTRUCTIONAL SERVICES	010	$2,866.50
21001784	GILLETT, OAKLEY	REIMBURSEMENT TO TEACHER FOR OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$119.88
21001785	AUDITORY PROCESSING CENTER OF PASADENA	CONSULTANT AGREEMENT; AUDITORY PROCESSING ASSESSMENTS; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/19/20	SPECIAL EDUCATION	010	$2,300.00
21001786	EDUCATION THROUGH MUSIC L.A.	CONSULTANT AGREEMENT; SCHOOL MUSIC INSTRUCTION SERVICES; GIFT FUNDS; BOARD APPROVED 10/15/20	ROOSEVELT ELEMENTARY	010	$19,080.00
21001787	SMART & FINAL STORES CORP	2020-2021 BLANKET ORDER; MEETING SUPPLIES; ADULT EDUCATION FUNDS	BURBANK ADULT SCHOOL	110	$500.00
21001788	FACING HISTORY AND OURSELVES INC.	CONSULTANT AGREEMENT; STAFF DEVELOPMENT TEACHING SERVICES; CSI COMPREHENSION GRANT; BOARD APPROVED 11/5/20	MONTEREY HIGH SCHOOL	010	$15,000.00
21001789	MAXIM HEALTHCARE SERVICES, INC	CONSULTANT AGREEMENT; CREDENTIALED TEACHER SERVICES; GEER FUNDS; BOARD APPROVED 11/19/20	SPECIAL EDUCATION	010	$22,100.00

BOARD DETAIL REPORT

Printed between 11/17/2020 & 12/07/2020

PO Number	Vendor	Description	Site	Fund	Total Amount
21001790	MUSICIANS AT PLAY FOUNDATION	CONSULTANT AGREEMENT; MUSIC INDUSTRY WORKSHOPS FOR BURBANK HIGH SCHOOL AND JOHN BURROUGHS HIGH SCHOOL; ARTS FOR ALL FUNDS; BOARD APPROVED 11/19/20	INSTRUCTIONAL SERVICES	010	$15,900.00
21001791	AMAZON CAPITAL SERVICES	BOOKS; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$143.81
21001792	PEARSON EDUCATION, INC.	BOOKS; TITLE III-LEP STUDENT PROGRAM FUNDS	MUIR MIDDLE SCHOOL	010	$8,772.48
21001793	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$33.06
21001794	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT; FILM LA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,242.08
21001795	SOUTHWEST SCHOOL & OFFICE SUPPLY	2020-21 BLANKET ORDER; SAFETY SUPPLIES	JEFFERSON ELEMENTARY	010	$1,000.00
21001796	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2020-21 BLANKET ORDER; SAFETY SUPPLIES	JEFFERSON ELEMENTARY	010	$1,000.00
21001797	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE FURNITURE; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$105.83
21001798	WILSON LANGUAGE TRAINING	INSTRUCTIONAL MATERIALS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$178.68
21001799	FAMILY SERVICE AGENCY OF BURBANK	CONSULTANT AGREEMENT; MENTAL HEALTH SERVICES; SPECIAL EDUCATION-STATE MENTAL HEALTH FUNDS; BOARD APPROVED 6/18/20	SPECIAL EDUCATION	010	$330,000.00
21001800	APEX LEARNING	SOFTWARE LICENSE; ADULT ED-GENERAL & ADULT ED-BLOCK GRANT; BOARD APPROVED 6/18/20	BURBANK ADULT SCHOOL	110	$32,650.00
21001801	BALLARD & TIGHE, PUBLISHERS	BOOKS AND INSTRUCTIONAL MATERIALS; TITLE III-LEP STUDENT PROGRAM AND IMMIGRANT EDUCATION FUNDS	JEFFERSON ELEMENTARY	010	$4,387.37
21001802	N2Y	SOFTWARE LICENSE; SPECIAL EDUCATION FUNDS; BOARD APPORVED 6/18/20	SPECIAL EDUCATION	010	$5,822.40
21001803	BERTRAND'S MUSIC	INSTRUMENT REPAIRS, BOOKS AND SUPPLIES; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$3,271.30
21001804	B & H PHOTO-VIDEO	AUDIO VISUAL EQUIPMENT; GIFT FUNDS	JORDAN MIDDLE SCHOOL	010	$1,532.48
21001805	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$220.21
21001806	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$530.39
21001807	LOWE'S HOME IMPROVEMENT	JANITORIAL SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$660.40
21001808	UME FEDERAL CREDIT UNION	OFFICE EQUIPMENT	JOHN BURROUGHS HIGH SCHOOL	010	$290.87
21001809	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL MATERIALS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$242.21

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001810	SHEARER, SANDRA	REIMBURSEMENT TO ADMINISTRATIVE SECRETARY FOR OFFICE SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$203.70
21001811	ULINE - Attn: ACCOUNTS RECEIVABLES	CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$229.70
21001812	MORREALE, KATELYN	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$199.99
21001813	LONGTAIN, ROSANNE	REIMBURSEMENT TO TEACHER FOR ART SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$20.07
21001814	ALMANZAR-LEAL, CAROLINA	REIMBURSEMENT TO TEACHER FOR OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$65.69
21001815	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$33.82
21001816	STOCKTON, STEPHANIE	REIMBURSEMENT TO FUNDRAISING COMMITTEE FOR SOFTWARE SUBSCRIPTION; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$475.00
21001817	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE III-LEP STUDENT PROGRAM FUNDS	EMERSON ELEMENTARY	010	$126.72
21001818	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$104,420.80
21001819	SMART & FINAL STORES CORP	2020-21 BLANKET ORDER; MEETING SUPPLIES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$11,050.00
21001820	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; GEER FUNDS	DISNEY ELEMENTARY	010	$51.08
21001821	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT	TECHNOLOGY SERVICES	010	$6,505.14
21001822	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR STUDENT SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/5/20	SPECIAL EDUCATION	010	$10,390.00
21001823	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$1,036.48
21001824	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$330.02
21001825	PEARSON ASSESSMENT	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$49.50
21001826	PEARSON ASSESSMENT	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$406.79
21001827	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$246.96
21001828	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; GEER FUNDS	DISNEY ELEMENTARY	010	$22.55
21001829	SCHOOL SPECIALTY, INC	CLASSROOM SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$88.82
21001830	AMTECH ELEVATOR SERVICES	SERVICE CALL ON ELEVATOR @ BHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$445.00
21001831	EAI EDUCATION	CLASSROOM SUPPLIES; GEER AND SPECIAL EDUCATION FUNDS	DISNEY ELEMENTARY	010	$195.11
21001832	COSCO FIRE PROTECTION INC	FIRE ALARM PANEL UPGRADE @ JBHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$7,750.00

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001833	TEXTBOOK WAREHOUSE INC	BOOK REBINDING SERVICES; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS	BURBANK HIGH SCHOOL	010	$154.35
21001834	ROBERTSON, RISA	REIMBURSEMENT TO OT FOR SOFTWARE LICENSE; GEER FUNDS	SPECIAL EDUCATION	010	$299.99
21001835	COHEN, DAVID	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES AND SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$284.19
21001836	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$103.11
21001837	LUDICROUS PRODUCTIONS	CONSULTANT AGREEMENT; ART ILLUSTRATION INSTRUCTION SERVICES; GIFT FUNDS; BOARD APPROVED 9/17/20	EDISON ELEMENTARY	010	$1,425.00
21001838	LORIGO, JENNIFER	CONSULTANT AGREEMENT; DRAMA INSTRUCTION SERVICES; GIFT FUNDS; BOARD APPROVED 9/17/20	EDISON ELEMENTARY	010	$600.00
21001839	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$15.41
21001840	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$33.03
21001841	SKILLSUSA CALIFORNIA	MEMBERSHIP FEES; CTE-UNRESTRICTED FUNDS; BOARD APPROVED 6/4/20	JOHN BURROUGHS HIGH SCHOOL	010	$2,880.00
21001842	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$792.59
21001843	SCHOOL OUTFITTERS	CLASSROOM FURNITURE; SPECIAL EDUCATION FUNDS	DISNEY ELEMENTARY	010	$174.61
21001844	PRO-ED	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$92.61
21001845	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$11,715.85
21001846	HP INC	COMPUTER EQUIPMENT; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$1,141.19
21001847	MULTI-HEALTH SYSTEMS	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$330.75
21001848	JOSTENS, INC.	DIPLOMAS AND COVERS; CONTINUATION EDUCATION-MONTEREY FUNDS	MONTEREY HIGH SCHOOL	010	$1,433.25
21001849	PEARSON ASSESSMENT	TESTING MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$423.05
21001850	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$121.86
21001851	SUZUKI CORPORATION	MUSICAL INSTRUMENTS; GIFT FUNDS	EDISON ELEMENTARY	010	$882.00
21001852	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,100.12
21001853	KREISBERG, ROBYN	CONSULTANT AGREEMENT; VIDEO MUSIC LESSONS; GIFT FUNDS; BOARD APPROVED 11/19/20	EDISON ELEMENTARY	010	$1,500.00
21001854	EXPRESS READERS INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MILLER ELEMENTARY	010	$772.96
21001855	SCHOLASTIC INC.	BOOKS; GEER FUNDS	JEFFERSON ELEMENTARY	010	$243.29

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001856	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$171.97
21001857	CURRICULUM ASSOCIATES INC	WORKBOOKS; GEER FUNDS	JEFFERSON ELEMENTARY	010	$376.10
21001858	PASHEN, CHELSEA	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL MATERIALS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$70.16
21001859	WILSON LANGUAGE TRAINING	INSTRUCTIONAL MATERIALS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$301.07
21001860	OXFORD UNIVERSITY PRESS CUSTOMER SERVICE DEPARTMEN	BOOKS AND E-BOOKS; TITLE III-LEP STUDENT PROGRAM FUNDS	EMERSON ELEMENTARY	010	$1,732.50
21001861	WILSON LANGUAGE TRAINING	INSTRUCTIONAL MATERIALS; GEER FUNDS	MILLER ELEMENTARY	010	$2,684.87
21001862	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; GIFT FUNDS	EMERSON ELEMENTARY	010	$1,947.30
21001863	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$35,051.36
21001864	REFRIGERATION HARDWARE SUPPLY CORP	FOOD SERVICE EQUIPMENT REPAIR SUPPLIES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$140.04
21001865	REFRIGERATION HARDWARE SUPPLY CORP	FOOD SERVICE REPAIR SUPPLIES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$58.48
21001866	REFRIGERATION HARDWARE SUPPLY CORP	FOOD SERVICE EQUIPMENT REPAIR SUPPLIES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$66.81
21001867	OLIVER, YVONNE	REIMBURSEMENT TO TEACHER FOR SUPPLIES AND SOFTWARE LICENCE	JOHN BURROUGHS HIGH SCHOOL	010	$143.65
21001868	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$15,463.13
21001869	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT	MUIR MIDDLE SCHOOL	010	$28,863.71
21001870	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$27.56
21001871	BITNER, BETH	REIMBURSEMENT TO TEACHER FOR CLASSROOM SOFTWARE LICENSE; GEER FUNDS	BURBANK ADULT SCHOOL	010	$134.00
21001872	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	Health Services	010	$35.22
21001873	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$394.04
21001874	RINCON, THALIA	REIMBURSEMENT TO TEACHER FOR SOFTWARE SUBSCRIPTION	JOHN BURROUGHS HIGH SCHOOL	010	$149.90
21001875	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JORDAN MIDDLE SCHOOL	010	$24.23
21001876	REYES, JUAN CARLOS	REIMBURSEMENT TO TEACHER FOR SUPPLIES & SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$242.21
21001877	TIME FOR KIDS SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS; GEER FUNDS	WASHINGTON ELEMENTARY	010	$42.72
21001878	FUN AND FUNCTION	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	DISNEY ELEMENTARY	010	$133.08
21001879	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	STEVENSON ELEMENTARY	010	$373.49

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21001880	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$224.79
21001881	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	BRET HARTE ELEMENTARY	010	$279.44
21001882	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$1,438.17
		PO Count:	**244**	**Total:**	**$1,795,645.60**

Printed between 11/17/2020 & 12/07/2020

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	226	$1,028,216.84
110	Adult Education Fund	10	$107,371.03
130	Cafeteria Fund	7	$652,057.73
213	Building Fund - 3rd Issuance	1	$8,000.00
		Total:	**$1,795,645.60**

1/21/2021

To the Superintendent of Schools:

Request for the authorization of the following warrants is presented for your approval subject to the action of the Board of Education.

Warrants	Payroll	Warrants	Commercial
6786101	6786111	26119153	26119154
6789812	6789818	26120671	26120692
6788114	6788254	561485	561485
6793187	6793189	26122697	26122700
6790289	6790372	26124697	26124715
6796271	6796280	26126010	26126045
6795405	6795405	562153	562153
6796355	6796361	26127358	26127393
6797057	6797077	26128802	26128814
6798426	6798428	562678	562679
6798962	6799108	26130060	26130078
6801206	6801208	563999	564117
6803194	6803221	26131794	26131835
6806102	6806127	26133135	26133142
6808219	6808219	26135260	26135282
6809243	6809260	26136625	26136648
6810077	6810221	564972	564973
6812259	6812261	26138393	26138422
6814425	6814504	26139808	26139825
6815353	6815389	565478	545479
6817257	6817258	26141404	26141423
6818653	6818672	565697	565697
6820085	6820106	26143523	26143536
6823451	6823451	566427	566427
6820307	6820450	26144870	26144873
6822428	6822430	26146471	26146484
6823861	6823903	566901	566901
2311586	2312268	26148076	26148089
2354832	2354839	26011962	26149760
2331448	2332145	26151427	26151438
2362680	2362771	26153213	26153253
2389885	2390112	567916	567916
2403389	2404074	26155021	26155056
2420161	2420168	26156959	26156982
2427459	2427502	26157931	26157937
2444610	2445292	26158600	26158640
2461529	2461536	569558	569561
2471748	2472440	26159453	26159458
2496403	2496493	569693	569803
2524100	2524305	26160017	26160022
2538176	2538860	569846	569846
2554731	2554738	26160740	26160744
2561885	2561922	26161653	26161660
		26143526	26162829
		26164478	26164491
		570800	570805

11/17/20 - 1/8/21 $ 21,138,646.80 11/17/20 - 1/8/21 $ 6,801,375.92

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to provide interpreting and translation services for special education students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents whose IEPS require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

Fiscal Impact:

Not to exceed $160,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Language Resources of America, LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $160,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was July 16, 2020. The effective date is from July 1, 2020 through June 30, 2021. The amendment adds an additional $80,000 to the original agreement making the total not to exceed $160,000.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue · Burbank, CA 91506-2460 · (818) 729-4400

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of January 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Language Resources of America, LRA Interpreters, Inc hereinafter referred to as "Consultant."

Language Resources of America, LRA Interpreters, Inc	org@lrausa.com	818-861-7844
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 1405 North San Fernando Blvd., Suite 202 Burbank, CA 91504
City State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval Date: ~~07/16/2020~~ 01/21/2021 Account Code: 01.0-65000.0-57602-11901-5850-7440000

The assignment **will** ☐ **will not** ☒ require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ ~~80,000~~ $160,000.
2. The term of the Agreement shall be the period commencing on 07/01/2020 and terminating on 06/30/2021.
3. Consultant will provide the following services:

   Interpreters/Translators for special education students. Pursuant to LRA's 2020-2021 interpreting and translating fee schedules.

4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education	Date	Consultant	12-14-20 Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for clinical psychology services for Special Education Student 960025268 with selective mutism, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

Due to the unique needs of Student, the IEP team is required to contract with in independent consultant to provide direct support. Such support is not available through District staff.

Fiscal Impact:

Not to exceed $2,800.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation, to provide clinical psychology services for selective mutism for Special Education Student 960025268, not to exceed $2,800 (01.0-65000.0-57602-11900-5850-7440000), effective November 1, 2020 through May 27, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue · Burbank, CA 91506-2460 · (818) 729-4400

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 22nd day of January 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation hereinafter referred to as "Consultant."

Payee's Name Jessica Richards, A Licensed Clinical Social Worker Professional Corporation Phone Number 626-587-4827
Email Address jessica@hp3ba.com

Mailing Address: 95 N. Marengo Ave., Ste. 205 Pasadena CA 91101

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/21/2021

Account Code: 01.0-65000.0-57602-11900-5850-7440000

The assignment **will or ▪ will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 200 per hour▪/ per day □/ per session□ for a total not to exceed $2,800 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 11/01/2020 and terminating on 05/27/2021.
3. Payment Terms: Net 45 Days

   Consultant will provide clinical psychological services for selective mutism for Special Education Student 960025268. The schedule is as follows: 60 minutes monthly of individual counseling for Student; 30 minutes monthly of parent counseling and 30 minutes monthly consultation with Emerson teachers and staff for fade-ins. 7 months, 840 minutes divided by 60 = 14 hours

4. Consultant will provide the following services:
6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

12/8/20

Tamara Schiern, Director of Special Education Date Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Approval of Reimbursement to Parent for Transportation (Special Education)

Background:

Student 960019724 currently attends a Non Public School (NPS) outside the local area. Per Student's Individualized Educational Plan (IEP), Student's parent(s) is/are eligible to receive related services of travel reimbursement to cover one round trip to visit the student during the 2021/2022 regular school year.

Discussion/Issues:

The District is obligated to reimburse Student's Parent(s) for travel related costs. This requirement meets the District's obligation to provide a Free and Appropriate Public Education (FAPE) at no cost to parent(s).

Fiscal Impact:

Total not to exceed $1,200.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education, approve reimbursement to the parent of Special Education Student 960019724 visit student who attends a Non Public School (NPS), per IEP, not to exceed $1,200, effective August 1, 2021 through May 27, 2022, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	January 21, 2021
SUBJECT:	Ratification and Approval of Instructional Consultant Services

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Background:

The purpose of the Instructional Consultant Services is to enrich student learning. Consultants are selected based on their qualifications regarding specific subject areas. When a consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify and approve the instructional consultant services for the purpose of on-site student learning support and staff development, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
RATIFICATION AND APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: January 21, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
Jefferson Elementary School (Ratification)	APEX Leadership Co.	APEX works with the TJFC and faculty to build student leaders through a meaningful, "hassle-free" and successful school online courses. The powerful online platform maximizes your time and increases your reach for fundraising, all while our team of athletes does the heavy lifting and teaches PBIS-based leadership lessons. Combining fitness, fundraising and leadership into a powerful united event that builds funds and students' character education.	1/19/21 – 1/28/21	$0	N/A
Washington Elementary School	Box Cars and One-Eyed Jacks	A virtual family math night will be conducted in Zoom. Parents and students will be able to play different math games together to develop math fluency in a fun and engaging way.	1/22/2021	$0	N/A
Washington Elementary School	APEX Leadership Co.	APEX will host 7 days of virtual character-building lessons for all TK-5th grade students. On the final day, students will participate in an APEX Remix of different exercises and dances. This is a PTA school-wide fundraiser that helps pay for school materials and supplies for the classrooms.	1/22/2021 – 1/31/2021	$0	N/A
Washington Elementary School	Garri Dance Studio	Garri Dance Studio will provide six weeks of virtual dance instruction for TK-5th grade students, and an online showcase for our school audience as our annual Spring Dance. The school dance program is in coordination with the California State Dance Standards.	2/1/2021 – 3/19/2021	$3,375.00	01.0-90201.0-11100-10000-5810-2168200
Roosevelt Elementary School	Kyle's Cartoon Platoon	Kyle Tiernan will provide two 48-minute interactive draw-along art assemblies teaching California State Standards for Visual Arts. Assemblies will be virtually, via Zoom for TK-5th grade students.	1/27/2021	$897.00	01.0-90201.0-11100-10000-5810-2148200
Emerson Elementary School	Joseph Reed	These STEAM workshops will provide students and families an engaging, hands-on evening focusing on science experiments via Zoom. Teachers will be provided cross-curricular materials from Mr. Reed to post in Google Classrooms to follow up after the evening.	1/25/2021 – 1/27/2021	$700.00	01.0-42030.0-47600-10000-5810-7429000 01.0-42010.0-47600-10000-5810-7429000

Emerson Elementary School (Ratification)	Los Angeles Conservancy	This consultant was previously approved at the Board of Education Meeting on December 17, 2020. At the time, the school site was informed that there would be no fee for the consultant. It was later discovered there would be a $500 charge.	1/8/2021 1/15/2021 1/22/2021	$500.00	01.0-90201.0-11100-10000-5810-2038700
McKinley Elementary School	Garri Dance Studio	Garry Dance Studio will provide six weeks of pre-recorded dance instruction for all TK-5th grade students with an emphasis on the California State Dance/VAPA Standards. Classes will be delivered via weekly online recorded videos for 25-35 minutes.	1/25/2021 – 3/19/2021	$5,737.50	01.0-90201.0-17000-10000-5810-2098700

APEX EVENT AGREEMENT VIRTUAL

This Event Agreement (the "Agreement") is entered into effective as of the 1st day of December 2020, by and between **Apex Leadership Co.** (hereinafter "Apex") and **Thomas Jefferson Elementary-Fundraising Committee** ("Customer"). Customer's profile: Grades K - 5 Approx. Population # 770 FRL% 12.

WHEREAS, Customer desires to organize an Event and conduct related promotional and educational activities (collectively, the "Event") commencing on **January 19th, 2021, and continuing through January 29th, 2021**(the "Term"), in order to promote Customer as well as raise funds for Customer's desired needs or purposes;

WHEREAS, Apex is in the business of organizing, marketing, and putting on fundraising events such as the Event.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. **Apex Services**. Apex agrees to plan, organize, market, promote, and conduct the Virtual Remix Event. Such services shall include the following: (i) marketing and promotional activities in connection with the Event in order to increase participation including presentations to students and teachers; (ii) contracting with sponsors (provided that any sponsors shall be subject to Customer's approval); (iii) Present the Virtual Event Remix Video to the school site (iv) coordinate any prizes as well as any awards to be awarded or any special recognitions; and (v) maintain commercial general liability insurance with minimum policy limits of $1,000,000 per occurrence to cover liability for bodily injury or property damage arising out of Apex's activities in connection with the Event.

2. **Customer Cooperation**. Customer agrees to cooperate with Apex in the performance of Apex's activities pursuant to this Agreement. Customer agrees to provide Apex with reasonable access to students and teachers in order to promote the Event and increase participation as well as to provide leads to Apex for other marketing and sponsorship activities in order to increase total revenue for the Event. Customer grants to Apex the right to use its name and its marks during the term of the Agreement solely for purposes of marketing and promoting the Event. Customer agrees to use Apex's online system, including, subject to applicable law, providing Apex the student's name and grade. Any funds received directly by Apex staff in connection with the Event will be promptly remitted to Customer and will be paid in accordance with Paragraph 3 below.

3. **Fees**. Upon execution of this Agreement, Customer shall pay to Apex a booking fee of $1,500.00 (the "Booking Fee"). Upon any cancellation of the Agreement by Customer (other than due to default by Apex), Apex shall be entitled to retain the Booking Fee as its liquidated damages and not as a penalty. **(Booking fee waived for 2020-21 school year).**

*** Once the recap is final customer agrees to fulfill payment to Apex no later than 1 week from Final Recap. Customer Initials: _____ (this confirms you have seen this portion)**

Apex will be paid a percentage of funds collected, and the Customer shall retain the following percentage of funds collected, based on total amount collected from the Event: between 50-65% (see attached table). If the customer opts to give percentage of what is raised directly back to the teachers, that percentage comes from the customer's funds, not from the Apex cut. The option to gift this percentage to teachers is recommended by Apex, but not required, and should be determined by the customer. The Customer and Apex Leadership Company will split online transactional fees (3-4%)- which is usually covered by an optional processing fee sponsors can choose to pay.

4. **Termination**. This Agreement will terminate one year from the date of your Event or when there are no further payment questions outstanding from sponsors, whichever is later (the "Closing Date"). Either party may terminate this Agreement before the "Closing Date" upon the material breach of the other party, which breach is not cured upon ten (10) days written notice. In the event of termination due to breach, Apex may elect in its discretion to continue providing one or more of its online marketing and promotional services through the Closing Date in order to help Customer complete its fundraising efforts.

5. **Force Majeure**. Apex will use its good faith efforts to conduct the Event on the scheduled day for the Event; provided, however, that Apex shall not be responsible for damages that result from delays or postponements of the Event due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.

6. **Notice**. Any notice hereunder shall be in writing and shall be effective: (i) the next business day following deposit with a reputable courier service for overnight delivery; or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, when sent by certified mail. All notices shall be forwarded to the address below:

Customer Contact Info: **Traci Lalicata**
Email: **traciclalicata@gmail.com**
Phone: **818-209-3933**

7. **Counterparts**. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

8. **Exclusivity**. Customer agrees that the Event shall be the only major fundraising activity for the School and PTA/O for the semester in which the Event occurs. Apex assumes all the risk by investing a substantial amount up front into the program and fundraiser. Failing to ensure exclusivity as the major fundraiser of the semester could severely impact the success of the Event and affect Apex's ability to recoup costs.

APEX: APEX LEADERSHIP CO.
Signature: Lisa Friedman
Name: Lisa Friedman
Title: Sales Director

CUSTOMER: THOMAS JEFFERSON ELEM.-FUNDRAISING COMM.
Signature: X
Name: X
Title: X
Phone: X

APEX EVENT AGREEMENT SLIDING SCALE CONT.

Below is the pricing table from Section 3 in the Event Agreement:

Apex Virtual Price Scale			
Min Collected	Max Collected	School %	Apex %
$80,001	+	65%	35%
$75,001	$80,000	64%	36%
$70,001	$75,000	63%	37%
$65,001	$70,000	62%	38%
$60,001	$65,000	61%	39%
$55,001	$60,000	60%	40%
$50,001	$55,000	59%	41%
$45,001	$50,000	58%	42%
$40,001	$45,000	57%	43%
$35,001	$40,000	56%	44%
$30,001	$35,000	55%	45%
$28,001	$30,000	54%	46%
$26,001	$28,000	53%	47%
$24,001	$26,000	52%	48%
$22,001	$24,000	51%	49%
$0	$22,000	50%	50%

Please Note: *"For credit card payments made online our vendor charges a nominal transaction fee, similar to PayPal, of 2.9% +.30 cents. Some of this cost will be off set by sponsors choosing to pay the $2.00 transaction online. Whatever the remaining fee total will be split equally between Apex and the School per the sliding scale agreement."*

NOTE: All absent/sick/hurt students have a default of 36 laps for sponsors to still pay if they are able.

→ **Customer Initials: _____ (this confirms you have seen this portion)**

About Us

We're working hard to make fundraising easier!

Our Method

is to collaborate with school PTO/As and faculty to build student leaders through a meaningful, "hassle-free" and financially successful school fun run.

We Believe

- Every child can change their school, and the world, in a profound way
- Serving others brings the greatest joy and contributes to the greatest good
- Learning by doing and exercise are both undervalued and underutilized in fundraising today
- Encouragement and enthusiasm build others up—we will help build leaders
- Raising money for your child's school can also serve as a positive learning experience
- Many people giving a little reduces the individual burden on the typical givers and donors

Teachers Have Skin in the Game
and that makes for highly-motivated and excited coaches. Your teachers will coach their classroom teams to greater heights knowing that in the end, a portion of what the classroom raises goes straight back to the teacher for their classroom.

1.0.0.0

Amy's Story

In one year, our dear friend, Amy Donnell, spent over $500 on supplies for her 1st grade class. There were budget cuts for the school, and as a teacher, this was a huge burden on her finances. Furthermore, her school was sick of product-based fundraisers with no learning opportunities for the students. We have since teamed up with Amy to revolutionize school fundraising!



BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21 of January, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Box Cars And One Eyed Jacks hereinafter referred to as "Consultant."

Payee's Name Box Cars And One Eyed Jacks Daytime Phone Number 780 440 6284

Email Address office@boxcarsandoneeyedjacks.com

Mailing Address 17920 105 Ave N.W. (Suite 101) EDMONTON ALBERTA CANADA T5S 2H5

Sponsoring Administrator Brandi Young, Principal

Board Approval Date Jan. 21, 2021

Account String 01.0-42030.0-47600-24950-5810-7429000

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ **calPERS** _____ **cal STRS Retirement Date** _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 0 per hour ☐ per day ☐ per session ☒ for a total not to exceed $ 0 ** Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 22, 2021 and terminating on January 22, 2021
3. Payment Terms: Speaking fees waived for materials & supplies for parents & students
4. Consultant will provide the following services:

   Virtual Family Math Night January 22, 2021 showing parents how to use math manipulatives purchased by WASHINGTON Elementary

5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

BUSD Authorized Signature/Title _____ Date _____

Consultant _____ Date Dec 17/20

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Professional Development Contract

Unit 101, 17920 - 105 Avenue NW
Edmonton, Alberta T5S 2H5, Canada
Phone (780) 440-6284 / 1-866-342-3386
Fax: (780) 440-1619

Box Cars and One-Eyed Jacks Inc.
Billing Details: jenn@boxcarsandoneeyedjacks.com
Workshop Details: jane@boxcarsandoneeyedjacks.com

Workshop date: January 21/21 **Prepurchase:** ☐ Yes / ☐ No ☐ HOLD / ☒ CONFIRMED

Workshop location including School or Building Name, Room Number, Street Address:

Virtual FMN. George Washington Elem.
Burbank California.
* Pacific Time

Box Cars Consultant: Jane / John Felling Cell: 780 906 3940
Email: jane@boxcarsandoneeyedjacks.com
School/District Contact: Brandi Young Principal Phone: cell. 818-939 8434
Email: BrandiYoung@burbankusd.org Cell: _____
Onsite Contact: _____ Phone: _____
Email: _____ Cell: _____
Email Handouts To: _____ By Date: _____

Billing Information:

Full Name of District or School: George Washington Elem.
Tax Exempt Number (if applicable): 2322 N Lincoln St FEIN#: _____
Billing Address: Burbank CA 91504
Accounts Payable Contact: _____ Phone: (S) 818 729 5750
Email: _____
Email Invoices Accepted: ☐ Yes / ☐ No

Special Instructions:

Date Sensitive: ☐ Yes / ☐ No P.O. Needed: ☐ Yes / ☐ No Split Resources / Fees: ☐ Yes / ☐ No
Box Cars Invoice Number: _____ Handouts Emailed: ☐ Date: _____
Other: _____

QUOTE:

_____ Speaking Fees

_____ Taxes on Speaking Fees (if Applicable)

_____ Airfare & Baggage Fees

_____ Rental Car & Gas OR Mileage at 0.50 / _____

_____ Parking / Tolls

_____ Cabs / Shuttles

_____ Hotel (_____ nights at _____ / night)

_____ Meals (to a maximum of 60.00/day with receipts)

_____ Prepurchase and shipping of books and manipulatives (see page 3 for details)

_____ Taxes on Prepurchase and shipping (if Applicable)

SCHOOL/DISTRICT ARE RESPONSIBLE FOR COPYING ALL HANDOUTS.
Original wil be emailed to the workshop coordinator unless otherwise indicated.

Total: _____

Workshop Topics and Grade Levels (day/date, start and finish times, number of participants, etc.)

in lieu of speaking fees, School charged for trays / mini decks
$500 + shipping / tax
Shipping Dec 14/15 to Brandi's home address.

Workshop Needs:

Set Up Time:	One hour prior to official start time in the workshop venue
Set Up:	Tables with 6-8 chairs / Chart Paper with Easel / Two large tables at front for presenter
AV:	Data Projector with Document Camera / Lapel mic if > 50 participants
Handouts:	Copied by workshop organizers, one per participant
Other:	

PARTICIPANTS WILL NEED TO BRING PAPER, PENS, SHARPIES OR FELTS

Jane Felling
Box Cars Signature

Jane Felling
Print Name

Dec 14
Date

* George Washington ES / Brandi Young
School/District Signature

*. Brandi Young
Print Name

12/14/2020
Date

CANCELLATION POLICY: Minimum cancellation - 2 weeks advance notice. Any expenses incurred up to the point of cancellation must be covered by the Booking Group. Expenses may include all applicable travel costs - air, ground, hotel, cancellation fees on airfare, etc. An administrative fee of $50.00 will be invoiced over and above other charges.
Consultant cancellation: No charges will be invoiced to the Booking Group.

box cars and one-eyed jacks®

Box Cars & One-Eyed Jacks
17920 105 Ave (Suite 101), Edmonton, AB, Canada, T5S 2H5
Toll Free 1-866-342-3386 Head Office 780-440-6284
Email: info@boxcarsandoneeyedjacks.com
Website: boxcarsandoneeyedjacks.com

RE: Your request for W9

We have supplied both the W9 you requested as well as a W8BEN both of which collect the same data.

The W9 is required for individuals and companies based in the USA.

The W8 BEN E is required for individuals and companies based outside of the USA like our company is.

Though sometimes the IRS will accept a W9 for companies like ours, they will usually insist on the W8 BEN E.

Hope this explains why we included the extra form.

Regards

John Felling

John Felling,
Business Manager

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21 of January, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and APEX Leadership Co. hereinafter referred to as "Consultant."

Payee's Name APEX Leadership Co. Daytime Phone Number (801) 708-2916

Email Address trevorp@apexleadershipco.com

Mailing Address 3435 E. Thousand Oaks Blvd. #6325 Thousand Oaks, CA 91362

Sponsoring Administrator Brandi Young, Principal

Board Approval Date January 21, 2021

Account String 010.90201.0-11100-10000-5880-2168000

The assignment ☐ **will or** ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 0 per hour☐/ per day ☐/ per session☐ for a total not to exceed $0 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 1/22/2021 and terminating on 1/31/2021.
3. Payment Terms: _____
4. Consultant will provide the following services:

   APEX will host 7 days of virtual character building lessons for all TK-5 grade students. On the final day, students will participate in an APEX Remix of different exercises and dances. Students will get pledges by parents and families.
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

BUSD Authorized Signature/Title Date

Consultant APEX Leadership Co. Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21 of January, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Garri Dance Studios hereinafter referred to as "Consultant."

Payee's Name Garri Dance Studios Daytime Phone Number (818) 846-4390

Email Address megan.baade@gmail.com

Mailing Address 3715 W. Magnolia Boulevard, Burbank CA 91504

Sponsoring Administrator Brandi Young, Principal

Board Approval Date January 21, 2021

Account String 010-90201-0-11100-10000-5810-216-8200

The assignment ☐ **will** or ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

Retired Employee: Please check if you belong to _____ calPERS _____ cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 3,375.0 per hour☐/ per day ☐/ per session☐ for a total not to exceed $3,375.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 2/1/2021 and terminating on 3/19/2021.
3. Payment Terms: _____
4. Consultant will provide the following services:

   Garri Dance will provide 6 weeks of virtual dance instruction (TK-5) and an online showcase for our school audience.

5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

BUSD Authorized Signature/Title Date	Megan Baade 1/5/2021
	Consultant Garri Dance Studios Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

GARRI DANCE STUDIO AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 4th day of January 2021, by and between Garri Dance Studio and George Washington Elementary School.

George Washington Elementary School requested a proposal for the performance of certain professional services; and Garri Dance Studio desires to enter into an agreement with George Washington Elementary School for the performance of these professional services.

In exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Garri Dance Studio and George Washington Elementary School agree as follows:

1. **Scope of Services.** Garri Dance Studio agrees to supply George Washington Elementary School with the following professional services (the "Services"):

a.) Six weeks of Pre Recorded Dance Instruction for all George Washington Elementary School Students TK-5th with emphasis on the California State Dance/VAPA Standards. Classes will be delivered via weekly (sometimes bi-weekly) online recorded videos. Each lesson averages approx 20 minutes in length includes warm up, choreography, dance vocabulary and choreography, geared toward grade and ability level. One live cleaning rehearsal per grade for teachers to interact with students and clean choreography will also be scheduled. Online performance for audience will be hosted by grade level on March 19, 2021.

b.) Up to three George Washington Elementary School students will be awarded GDS Scholarships (total value $1,126.00) to be applied toward April-July 2021 of instruction, virtual if not in person.

2. **Term.** Garri Dance Studio shall commence providing the Services on February 1, 2021 and shall terminate on March 19, 2021 for the performance (the "Term").

3. **Payment.** In consideration of the Services provided pursuant to this Agreement, George Washington Elementary School agreed to a discounted fee of $3,375.00 commensurate with the specific requirements of their program, due upon completion of the program.

4. **Indemnification.** George Washington Elementary School shall hold harmless Garri Dance Studio, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged in the performance of this Agreement.

5. **Intellectual Property and Copyright.** All intellectual property, including, but not limited to, choreography, copy, art, photographs, designs, text, or documentation created as part of Garri Dance

Studio's provision of Services shall remain the intellectual property of Garri Dance Studio. All provided video materials are intended for George Washington Staff and students only. Links will expire at the completion of the program and their contents may not be archived, re-used, sub-licensed, or distributed beyond the scope of the terms of this agreement.

6. **Non-competition and non-solicitation.** Employees and/or contractors of Garri Dance Studio shall not have any contractual relationship with George Washington Elementary School outside of their relationship through Garri Dance Studio. Employees and/or contractors of Garri Dance Studio will not solicit George Washington Elementary for other programs, and George Washington Elementary School agrees not to solicit employees and/or contractors of Garri Dance Studio. This non-competition and non-solicitation obligation will survive the expiration of this agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.

The parties, by their signatures below, acknowledge having read this agreement, understand them, and agree to be bound by their terms and conditions.

George Washington Elementary School

Representative Print Name: Brandi L. Young, Principal

Signature: Brandi L Young

Date: 1/6/2021

Garri Dance Studio

Representative Print Name: Megan Baade

Signature: Megan Baade

Date: 1/5/2021

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 4th of January, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Kyle's Cartoon Platoon - Burbank Vendor #402844 hereinafter referred to as "Consultant."

Payee's Name Kyle's Cartoon Platoon Daytime Phone Number [redacted]

Email Address Kyle@ DrawAlong.TV

Mailing Address [redacted]

Sponsoring Administrator Matthew Osmond, Principal

Board Approval Date January 21, 2021

Account String 010-90201-0-11100-10000-5810-2148200

The assignment ☐ will or ☒ will not require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. Consultant shall not begin service until HR receives clearance.

Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 897.00 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 897.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 27, 2021 and terminating on January 27, 2021.
3. Payment Terms: Upon completion of final assembly
4. Consultant will provide the following services:

   Two (2) 48 minute interactive draw along art assemblies teaching California State Standards for Visual Arts. Assemblies set to begin at 12:00 p.m. and 1:30 p.m, virtually via Zoom.
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

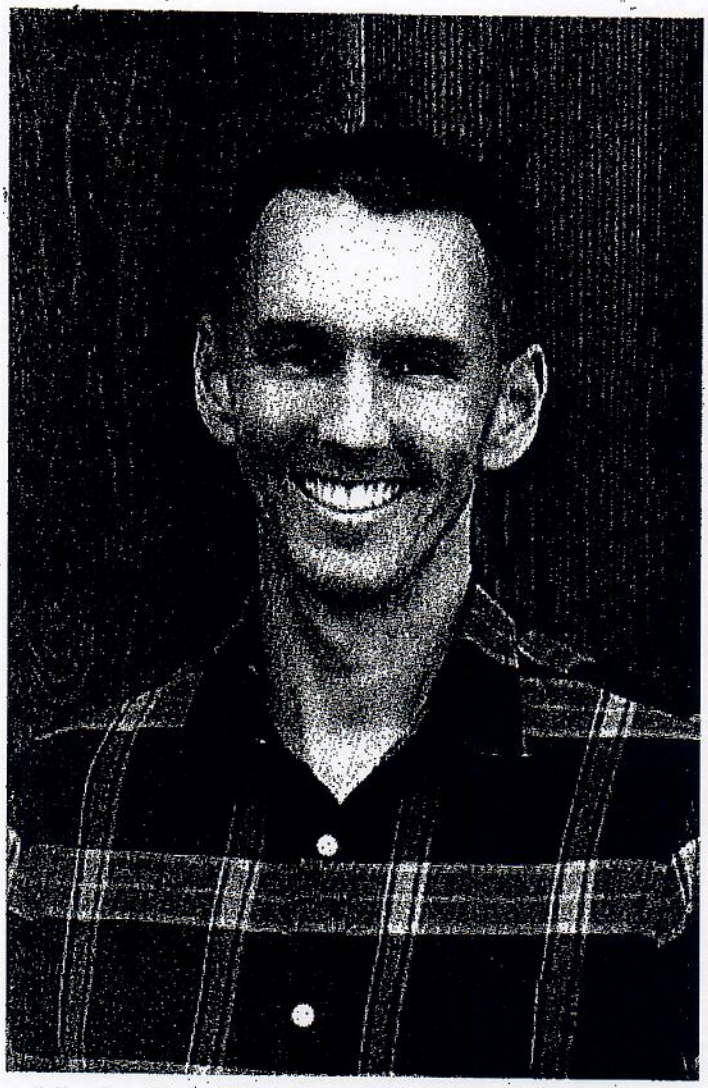
Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

BUSD Authorized Signature/Title	Date	Consultant Kyle's Cartoon Platoon - Burbank	1-4-2021 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19



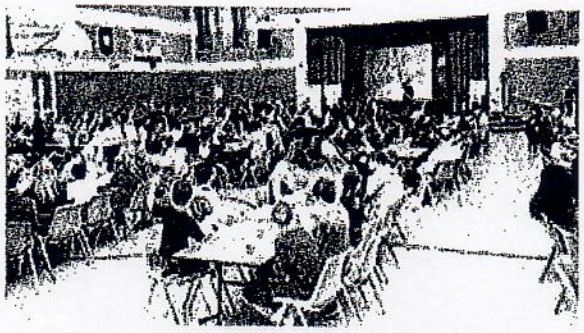
Hi – I'm Kyle Tiernan, a 31-year old **Renegade Art Teacher** out of San Diego, California. I help elementary schools and PTA's give their students **quality arts education** without breaking the budget through a one of a kind, highly educational, and **100% interactive school assembly program.** Since 2004 I've worked with upwards of **1-Million Kindergarten through 6th grade** students and have developed several unique "master level" group teaching techniques, including the one that amazes teachers the most, the strategy of Preemptive Interruptions.

Elementary School Arts Education



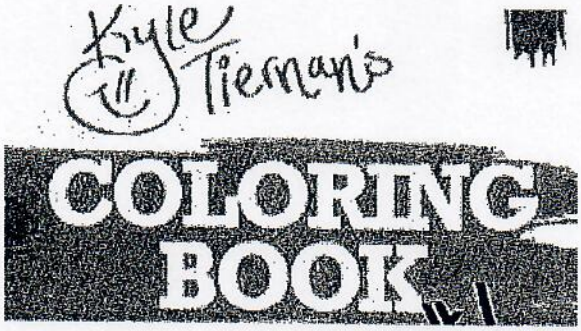
Interactive School Assemblies

The cornerstone of what I offer, this 48-minute assembly program teaches K-6 students and staff fail-safe, step-by-step, construction approach to drawing while introducing and reinforcing State Standards for Visual Arts along with cross curricular benefits of Common Core Math Standards. Finally, you can send your kids home from school with a story to tell and pictures to prove it. Learn more about the school assemblies...



PTA Family Art Nights

The follow up to the morning school assemblies, these hour long "standing room only" Family Nights give PTA's a chance to easily increase parent involvement as families are invited back to school for more drawing and art fun. Experience totally different drawing lessons from the assemblies, participate in a free raffle for Kyle's original artwork, and do it all without any extra work on your PTA's part.



Kyle Tiernan's Coloring Book

As seen during the school assemblies (and typically available only at the PTA Family Night) this coloring book is packed solid with 50 of Kyle's original drawings ready for your crayons, colored pencils, and markers to fill the pages with your own creative color schemes.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this __4th_____ of _January_____ 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and _Joe Reed__ hereinafter referred to as "Consultant."

Payee's Name: Joe Reed Daytime Phone Number [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Jennifer Kaitz

Board Approval: January 21, 2021

Account Code: 01.0-42030.0-47600-10000-5810-7429000 and 01.0-42010.0-47600-10000-5810-7429000

The assignment **will will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.** Retired Employee ! CalSTRS Retirement Date! 6-1-2018

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ $700.00_____
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: 1/25/21 and terminating on _1/27/21_____.
4. Payment Terms: Pay in full upon completion of services
5. Consultant will provide the following services:

Mr. Reed will provide STEAM workshops to students and families

4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Fiscal Services Administrator Date

Joseph M. Reed 1/6/21
Consultant Date

Joseph Reed

Energetic elementary teacher with excellent communication skills and the ability to differentiate for individual students' needs.

[redacted]

TEACHING EXPERIENCE

Consultant for STEAM/STEM Lab creation and implementation
September 2018 - Present

Burbank Unified School District - *3rd-6th grade teacher*
SEPTEMBER 1993 - May 2018

Newhall Unified School District - *Assistant Principal*
JANUARY 1997- JUNE 1997

Los Angeles Unified School District - *6th grade teacher*
SEPTEMBER 1983-SEPTEMBER 1993

EDUCATION

National University, Los Angeles — *Master of Science in Educational Administration*
July 1997-July 1998

California State University, Los Angeles - *Multiple Subject Credential*
June 1984

California State University, Northridge — *Bachelor of Science in Communicative Disorders*
September 1974 - June 1985

OTHER JOB RELATED EXPERIENCE

JMR Educational Consulting
Private practice specializing in assessment of students. Design of Individualized learning programs to facilitate school success.
1987-present

CREDENTIALS

- Multiple Subject Teaching Credential
- Administrative Services Credential
- Clinical Rehabilitative Services Credential, Language, Speech, and Hearing including Special Class Authorization

SKILLS

- Creative lesson planning
- Classroom Behavior Management
- Professional relationships with students, parents, and colleagues
- Technology savvy
- Understanding of Common Core/NGSS standards

PROFESSIONAL REFERENCES

Sandra DeBarros
sandradebarros@burbankusd.org

Anita Schackmann

Craig Bugbee
craigbugbee@bhusd.org

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this ___1st_____ of _December_____ 2020/21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and _Los Angeles Conservancy hereinafter referred to as "Consultant."

Payee's Name: Los Angeles Conservancy

Daytime Phone Number: 213-623-2489

Mailing Address: 523 W 6th Street, #826 Los Angeles, CA 90014

Sponsoring Administrator: Jennifer Kaitz

Board Approval: December 17, 2020 / January 21, 2021

Account Code: 010-90201.0-11100-10000-5810-2038700

The assignment will ☐ X**will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 500.00
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: _1/8/21_ and terminating on __1/22/21___.
4. Payment Terms:
5. Consultant will provide the following services:

   An educator will provide a virtual field trip to a historical building in Burbank and talk about its architecture and history. A follow up craft idea and suggested reading list will be provided to parents.

4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Fiscal Services Administrator	Date	Consultant	Date
			12/11/20
		SL	1/8/21

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue · Burbank, CA 91506-2460 · (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21 of January 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Garri Dance Studio hereinafter referred to as "Consultant."

Payee's Name: **Garri Dance Studio** Daytime Phone Number **818-636-5014**

Mailing Address: **3715 W. Magnolia Blvd. Burbank, CA 91505**

Sponsoring Administrator: **Liz Costella**

Board Approval: **January 21, 2021**

Account Code: 010-90201.0-11100-10000-5810-2098700

The assignment ☐**will** ☒ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 5,737.50
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: 1/25/21 and terminating on 3/19/21 .
4. Payment Terms:

Dance instruction for all students in TK-5th grade for 6 weeks culminating in a virtual spring dance.

5. Consultant will provide the following services:
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Fiscal Services Administrator Date Consultant Megan Brade Date 1/6/2021

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10

GARRI DANCE STUDIO AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 6th day of January 2021, by and between Garri Dance Studio and William McKinley Elementary School.

William McKinley Elementary School requested a proposal for the performance of certain professional services; and Garri Dance Studio desires to enter into an agreement with William McKinley Elementary School for the performance of these professional services.

In exchange of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Garri Dance Studio and William McKinley Elementary School agree as follows:

1. **Scope of Services.** Garri Dance Studio agrees to supply William McKinley Elementary School with the following professional services (the "Services"):

a.) Six weeks of Pre Recorded Dance Instruction for all William McKinley Elementary School Students TK-5th with emphasis on the California State Dance/VAPA Standards. Classes will be delivered via weekly (sometimes bi-weekly) online recorded videos. Each lesson averages approx 25-35 minutes in length and includes separate videos for warm up, choreography, dance vocabulary/standard and choreography, geared toward grade and ability level. Print out activities will be included in each weekly email for students to complete as an extension of dance lessons. One live cleaning rehearsal per grade for teachers to interact with students and clean choreography will also be scheduled as an additional 7th Week of instruction at no additional cost. Online performance for audience will be hosted by grade level at the completion of the program. Garri Dance Studio will also donate instruction for Mckinley's 2021 Spring Fundraising event.

b.) Up to three William McKinley Elementary School students will be awarded GDS Scholarships at online performance event (total donation value $1,126) to be applied toward dance instruction directly through Garri Dance Studio in April-July 2021 virtually, if not in person.

2. **Term.** Garri Dance Studio shall commence providing the Services on January 25, 2021 and shall terminate on March 19, 2021 (the "Term").

3. **Payment.** In consideration of the Services provided pursuant to this Agreement, William McKinley Elementary School agreed to pay Garri Dance Studio an early booking discounted fee of $5,737.50, commensurate with the specific requirements of their program (total discounted amount $1,012.50/15% off original price).

4. **Indemnification.** William McKinley Elementary School shall hold harmless Garri Dance Studio, its Trustees, officers, agents, and employees, from liability of any kind, including all claims and losses for injuries to persons or damage to property in connection with the performance of this Agreement, and from

any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged in the performance of this Agreement.

5. **Intellectual Property and Copyright.** All intellectual property, including, but not limited to, choreography, copy, art, photographs, designs, text, or documentation created as part of Garri Dance Studio's provision of Services shall remain the intellectual property of Garri Dance Studio. All provided video materials are intended for William McKinley Elementary School Staff and students only. Links will expire at the completion of the program and their contents may not be archived, re-used, sub-licensed, or distributed beyond the scope of the terms of this agreement.

6. **Non-competition and non-solicitation.** Employees and/or contractors of Garri Dance Studio shall not have any contractual relationship with William McKinley Elementary School outside of their relationship through Garri Dance Studio. Employees and/or contractors of Garri Dance Studio will not solicit William McKinley Elementary for other programs, and William McKinley Elementary agrees not to solicit employees and/or contractors of Garri Dance Studio. This non-competition and non-solicitation obligation will survive the expiration of this agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both parties. This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of California.

The parties, by their signatures below, acknowledge having read this agreement, understand them, and agree to be bound by their terms and conditions.

William McKinley Elementary School

Representative Print Name: Megan Baade

Signature: Megan Baade

Date: 1/12/2021

Garri Dance Studio

Representative Print Name: _____

Signature: _____

Date: _____

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	January 21, 2021
SUBJECT:	Approval of Non-Instructional Consultant Services

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the non-instructional Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: January 21, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
Burbank High School	WorldStrides Adventures America	WorldStrides Adventures America will provide The Burbank High School Class of 2021 Six Flags Magic Mountain Grad Nite Experience. The $500 deposit has already been received as it was transferred from the Class of 2020.	5/27/2021 – 5/28/2021	$0	N/A
Miller Elementary School	Learn 2 Earn	Learn 2 Earn is an online Read-A-Thon fundraiser that motivates students to read and write, promotes critical thinking, and encourages family interaction, all while raising money for the school. The school keeps 80% of the funds raised.	1/22/2021 - 3/12/2021	$0	N/A



Mr. John Mercado, Grad Nite Advisor
Burbank High School
902 North 3rd Street
Burbank, CA 91502
School: 818-729-5100
Direct: 818-618-4642
E-Mail: johnmercado@burbankusd.org

December 14, 2020

Dear John,

WorldStrides Adventures America is pleased to confirm for the Burbank High School – Class of 2021 your Graduation Celebration at Six Flags Magic Mountain Grad Nite 2021:

Package Inclusions:

Admission to Six Flags Magic Mountain Grad Nite 2021 from 9:00 pm to 4:00 am

All You Care to Eat Buffet Dinner from 10:00 pm to 2:00 am
Six Flags Magic Mountain Grad Season Pass* – Restrictions Apply
Grad Nite GLOW Souvenir
One Photo Voucher

Six Flags Magic Mountain Grad Nite Experience

Completely Private Event just for the Class of 2021 and the Chaperones
19 Rollercoasters including West Coast Racers, Crazanity, Justice League: Battle for Metropolis and More!
Dance Areas throughout the Park hosted by Top LA Radio Station DJ's
Movies at the Golden Bear Theater

Chaperone Admission to Six Flags Magic Mountain Grad Night 2021

One complimentary chaperone ticket for every 10 tickets purchased
Exclusive Chaperone Lounge with complimentary beverages and snacks
Chaperones Receive Front of the Line Access to ALL rides
Chaperone will receive the Six Flags Magic Mountain Grad Season Pas
An All-You-Care-To-Eat Buffet from 9:00 pm to 1:00 am
Ice Cream Bar Desserts, Bagels, Donuts and Coffee Served after Dinner

Event Package Cost

$105.00 per student or guest for Senior Grad Night Party at Six Flags Magic Mountain
One complimentary chaperone ticket will be given for every 10 student tickets purchased.

We are currently estimating 450 purchased student tickets and 45 complimentary chaperone tickets for Thursday, May 27, 2021 at 9:00 pm until Friday, May 28, 2021 at 4:00 am.

Payment Schedule

Due to the very limited number of guests at Six Flags Magic Mountain Grad Nite 2021 all schools must return a signed copy of this agreement. Your $500.00 deposit has been received as it was transferred from the Class of 2020 and the balance due for your group tickets is due 30 days prior to your visit date.

Cancellations and Refunds

Unused Six Flags Magic Mountain Senior Grad Night 2021 admission tickets may be returned to WorldStrides Adventures America for a full refund. Unused admission tickets must be returned to WorldStrides Adventures America, 5080 Robert Mathews Parkway, El Dorado Hills, CA 95762 prior to June 15, 2021 to be refunded. We recommend you ship your tickets certified or insured mail.

Confirmation Requirement

This offer is based upon availability as of December 14, 2020 and must be confirmed with WorldStrides Adventures America. **To confirm your night at Magic Mountain Senior Grad Night simply sign this confirmation and scan / e-mail back to Adventures America at William.Hoh@worldstrides.org** To make adjustments to the above proposal, please call us at 714-914-4723.

WorldStrides Adventures America as a division of Lakeland Tours LLC d/b/a WorldStrides is a registered Seller of Travel in California, Registration #2041618-20; Washington #601887646 602211744; Florida #ST24541; Iowa #TA568; and Hawaii TARS #5388. In the event of default, you may be eligible for a refund from the USTOA – Travel Assistance Program.

If the foregoing is your understanding of our agreement, please so indicate by signing this original enclosed in the space provided below. Adventures America will return a fully signed copy of this agreement to you. Thank you.

Burbank High School:

ACCEPTED and agreed to this _____ day of _____, 2020

_____

Signature Print Name Title

WorldStrides Adventures America:

ACCEPTED and agreed to this _____ day of _____, 2020

_____

Signature Print Name Title

Thank you for choosing Six Flags Magic Mountain Grad Nite to celebrate the Class of 2021. We are looking forward to great experience for you and the Burbank High School – Class of 2021!

Learn 2 Earn

TERMS OF SERVICE CONTRACT

THIS IS A LEGAL AGREEMENT ('AGREEMENT') BY AND BETWEEN THE FOLLOWING PARTIES:

Learn2Earn, Inc., a fundraising counsel for charitable purposes, registered as a corporation in Delaware, hereinafter referred to as 'Learn2Earn,' doing business at 1223 Cleveland Avenue, Suite 200, San Diego, CA 92103, and Team Jaguar Fundraising Committee/Joaquin Miller Elementary, located at 720 E. Providencia, Burbank, CA 91501 hereinafter referred to as 'Client.' This Agreement's effective start date is January 22, 2021. This Agreement between the parties listed above is for services rendered by Learn2Earn, Inc. to Client in regards to Learn2Earn services and products via an online platform dedicated to literacy tracking and/or fundraising.

DEFINITIONS

'Account Administrator:' a parent or legal guardian of a Student who accepts the Agreement in Exhibit A and authorizes one or more Tracking Account(s) using the unique student invitation link mailed from the Service. Account Administrators are the sole users permitted to send sponsor invitation links to Sponsors.

'Account Owner': a School, School Organization, or Teacher who accepts this Agreement and creates Tracking Accounts for authorization by the applicable Account Administrator(s) using a unique student invitation link.

'Authorized Account': a Tracking Account which has been authorized by the Student's parent or legal guardian for full access to the Service.

'Fundraiser': a Read-A-Thon fundraiser sponsored by an Account Owner and administered using the Service by the Account Owner using the school event page.

'School': a public or private educational institution participating in the Service by agreeing to this Agreement and administering one or more Fundraisers or Reading Events. School personnel shall be permitted to create Tracking Account(s) and to send invitation links to Account Administrators for authorization and upgrade of their associated Tracking Accounts to Authorized Accounts.

'School Organization': an organization officially sanctioned and operating within guidelines administered by a School. The School Organization has the same rights and privileges as a School in the Service.

'Service': Learn2Earn products and services, including but not limited to, Learn2Earn's online platform, Whooo's Reading, Reading-Raiser, customer support, flyers, posters, administrative support, owlvatar customization, gamification of owlvatar and site, and any and all future products created by Learn2Earn.

'Student': Learn2Earn user who is currently enrolled in a School and whose School, School Organization or Teacher creates a Tracking Account on the Service. The Student's account will be upgraded to an Authorized Account upon authorization by the Student's parent or legal guardian (Account Administrator) using the unique student invitation link mailed from the applicable Account Owner and acceptance of this Agreement.

'Sponsor': Learn2Earn user who is interested in supporting a Student's learning projects and/or related Fundraiser(s) and Reading Program and who accepts the Agreement in Exhibit A and creates a Sponsor account using the unique sponsor invitation link mailed by the Service as prompted by the Account Administrator or the Student (once such invitation is authorized by the Account Administrator).

'Teacher': Learn2Earn user who is currently employed as a teacher or teaching assistant at a School. A Teacher has the same rights and privileges as a School in the Service.

'Tracking Account': a Student account created by the Account Owner prior to being authorized by the Student's parent or legal guardian.

GENERAL TERMS FOR SERVICE

Client is contracting Learn2Earn, Inc. for the sole purpose of facilitating reading tracking or fundraising through pledges for students' books read via its online platform. The charitable purpose for which a solicitation campaign is being conducted is to support Client in raising funds to use at Client's discretion. Learn2Earn shall maintain the online platform and offer assistance as necessary to Client in functioning the site for Client's tracking or fundraising event.

SCHOOL DISTRICT. Client, as a school district, has the right to exercise control and approval over the content and frequency of any solicitation. Client, as a school district, also has the right to cancel the contract without cost, penalty, or liability for a period of 10 days following the date on which the contract is executed; that the school district may cancel the contract by serving a written notice of cancellation on the fundraising counsel; and that, if mailed, service shall be by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five calendar days from the date of mailing. Following the initial 10-day cancellation period, the school district may terminate the contract by giving 30 days' written notice; that, if mailed, service of the notice shall be by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five calendar days from the date of mailing; and that, in the event of termination under this subdivision, the school district shall be liable for services provided by the fundraising counsel to the effective date of the termination.

ACCESS AND USE OF THE SERVICE

CLIENT'S REGISTRATION OBLIGATIONS. All users of the Site (other than minors) must register with Learn2Earn and create an account in order to access and use certain features of the Service. Minors are not eligible to register for the Site. Tracking Accounts are created by the Account Owner and are only used for the use and benefit of the Account Owner. Account Administrators are required to authorize their associated Students' Tracking Account(s) in order for the Student's accounts to be upgraded to an Authorized Account and thereby gain access to the full Service. If Client chooses to register for the Service, Client agrees to provide and maintain true, accurate, current and complete information as prompted by the Service's registration form. Registration data and certain other information provided to the Service by Client are governed by our Privacy Policy. Client shall be held responsible for any false, inaccurate, lapsed or incomplete information provided. If Learn2Earn has grounds to suspect the veracity and/or accuracy of such information, Learn2Earn has the right to suspend or terminate, immediately and regardless of notification, Client's user account. Each Account Administrator is solely responsible for validating the contact email address that is entered by their associated Student for use with the unique student invitation link.

USER ACCOUNT, LOGIN, PASSWORDS. Client is responsible for maintaining the confidentiality of Client's Site username and password and is fully responsible for any and all activities that occur under Client's username and password. Client agrees to (a) immediately notify Learn2Earn of any unauthorized use of Client's username and password or any other breach of security, and (b) ensure that Client exits from Client's account at the end of each session when accessing the Service. Learn2Earn will not be liable for any loss or damage arising from Client's failure to comply with this Section.

MODIFICATIONS OF SERVICE. Learn2Earn reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof). Learn2Earn is not responsible for notifying Client of any modifications; Learn2Earn agrees to notify Client in the event of a discontinuance of the Service. Client agrees that Learn2Earn will not be liable to Client or to any third party for any modification, suspension or discontinuance of the Service.

GENERAL PRACTICES REGARDING USE AND STORAGE. Client acknowledges that Learn2Earn may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Learn2Earn's servers on Client's behalf. Client agrees that Learn2Earn has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. Client acknowledges that Learn2Earn reserves the right to terminate accounts that are inactive for an extended period of time. Client further acknowledges that Learn2Earn reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. Client further acknowledge that Learn2Earn does not monitor or check Student answers or other content before it is posted on the Site. It is the Account Administrator's sole responsibility to monitor and delete posts which are made on its associated Student accounts on the Service.

TRACKING ACCOUNTS. Accounts are only accessible by the respective Student and the Account Owner. None of the information or materials entered using a Tracking Account are shared with any third parties and the Tracking Accounts are only used for the use and benefit of the Account Owner and for no commercial purpose. Tracking Accounts are not able to participate in any Fundraiser, invite any Sponsors or take part in any other outward facing activities. Tracking Accounts

are upgraded to Authorized Accounts when the following steps take place: (i) Student enters his or her parent's or legal guardian's email address, (which will cause the Service to generate an email containing a unique student invitation link); and (ii) such parent or legal guardian click on the unique student invitation link, provide authentication information and authorize the Tracking Account for upgrade to an Authorized Account.

LICENSES

USE OF SERVICE. Subject to Client's performance of all of the provisions of this Agreement, Learn2Earn hereby grants Client, a limited, terminable, personal, non-exclusive license to access and use the Site and the Services solely as provided herein. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with Learn2Earn. Client's right to use the Site is not transferable. Client will use the Site and the Service in accordance with all applicable laws. Learn2Earn may, without notice, terminate Client's access to the Site and the Service or take other actions as are reasonably necessary to comply with legal requirements and as necessary to protect Learn2Earn's networks, information and the security and integrity of the Site or if Learn2Earn determines that Client is misusing the Site or otherwise violating the terms of this Agreement.

LICENSE TO USE CLIENT'S INFORMATION. Client hereby grants to Learn2Earn an irrevocable, worldwide, perpetual, royalty-free, fully paid-up, transferable, sublicensable, non-exclusive license: (i) to copy, display, transmit, upload, perform, distribute, store, modify and otherwise use all User Content, Submissions (as those terms are defined below) and any other code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials ('content') Client uploads, posts, publishes, displays or otherwise transmits (hereinafter, 'uploads') using the Service, such as any Student reviews and answers to questions about books, or other materials, in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed, including, but not limited to, using any of the foregoing as part of publicly viewable review and answer databases or other commercial uses on the Service; and (ii) to use and display general statistical information about Client (which will not be personally identifiable) to associate Client with the content Client uploads. Account Administrators shall ensure that neither they nor Students associated with them include any personal information on the Site in violation of applicable law or Site parameters. The Account Administrators shall be solely responsible for any personal information uploaded by their Students including, but not limited to, address, phone number, email address, or other similar information.

CONDITIONS OF USE

USER CONTENT. Client is solely responsible for all content that Client uploads or emails or otherwise uses via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Learn2Earn. Learn2Earn reserves the right to investigate and take appropriate legal action against anyone who, in Learn2Earn's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting Client to the law enforcement authorities.

Client agrees to not use the Service to:

a) email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) Client does not have a right to use; (iii) contains software viruses; (iv) poses or creates a privacy or security risk to any person; (v) constitutes any form of solicitation; (vi) is unlawful or harmful, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Learn2Earn, is otherwise objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Learn2Earn or its users to any harm or liability of any type;

b) interfere with or disrupt the Service or servers or networks connected to the Service; or

c) violate any applicable local, state, national or international law, or any regulations having the force of law;

d) impersonate any person or entity, or falsely state or otherwise misrepresent Client's affiliation with a person or entity;

f) harvest or collect email addresses or other contact information of other users from the Service;

g) advertise or offer to sell or buy any goods or services for any business purpose;

h) further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or

i) obtain any materials or information through any means not intentionally made available or provided for through the Service.

The information contained in the Sponsor invitation code link is privileged and confidential and intended only for the use of the individual it was directly addressed to. Any unauthorized disclosure, copying, distribution or taking of any action in reliance on the contents of the email materials or a Sponsor invitation code link not addressed to the recipient is strictly prohibited. Client acknowledges the terms of service as listed in Exhibit A required of Sponsors when initiating their donations online.

INCOMPLETE TRANSACTIONS. Client agrees that Client shall not use the Site to conduct incomplete transactions wherein Client makes contact with Sponsors through the Service but completes the Fundraiser by soliciting or accepting donations from Sponsors outside of the Service. Any violation of this prohibition is grounds for immediate termination of access to the Site and this Agreement.

COMMERCIAL USE. Unless otherwise expressly authorized herein or in the Service, Client agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

AUTHORIZATION BY SCHOOL

INTERMEDIARY FOR CONSENT. Client agrees that the School is acting as an intermediary between Learn2Earn and parents and legal guardians in the notice and consent process with respect to the collection of personal information online from Students in the school context. Client represents, on behalf of the School, that the School is in full compliance with the Family Educational Rights and Privacy Act (FERPA) and has communicated with parents of matriculating students its acceptable use policies for Internet use.

LIMITATION ON INTERNAL USE. Learn2Earn agrees that the functionality of Tracking Accounts can only be used in conjunction with a Reading Program and solely for the benefit of Students and the School. All personal information collected by Students using a Tracking Account can only be used through the Service by and for the benefit of the School, and for no other commercial purpose. The School hereby authorizes the collection of its Students' personal information and represents that it has obtained the corresponding parents' or legal guardians' consent. Learn2Earn is not obtaining consent directly from parents or legal guardians of Tracking Account students and is relying on the foregoing representation by the School. Learn2Earn's collection, use, and disclosure of personal information collected from Tracking Accounts are set forth in the Privacy Policy.

UPGRADE TO AUTHORIZED ACCOUNT. Once a parents' or legal guardians' consent is obtained to upgrade a Tracking Account to an Authorized Account, then Student's personal information will be used for participation in Fundraisers and for other purposes as outlined in the Privacy Policy.

FINANCIAL PROVISIONS

FEES. Learn2Earn will waive a set-up fee when Account Owners create Fundraisers, school pages, classroom pages or activate other premium features on the Site ("Set-Up Fee"). Learn2Earn shall collect a percentage (20%) of the funds raised with respect to a Fundraiser administered through the Service ("Service Fee"). The funds raised with respect to a Fundraiser include all collected donations, including but not limited to donations by credit card, check, cashier's check, automatic transfer of funds, and cash. Applicable Set-Up Fees and Service Fees are disclosed at the time of Client's transaction. When Client uses the Service to create a Fundraiser, school page, classroom page or to activate other premium features on the Site, Client will be directed to our third party payment processor's portal for fulfillment of the applicable Set-Up Fee.

ONLINE DONATIONS. All donations shall be processed through a third party payment processor and Learn2Earn will collect the Service Fee from the third party payment processor which is used to facilitate the fulfillment of pledges. Client acknowledges that a percentage of the funds (20%) collected by the third party processor will be paid to Learn2Earn as Service Fees. These donations shall be subject to processing fees that third party payment processor collects per each pledge donated through the online platform. These fees shall be refunded to Client in the event that Client fulfills all of its obligations listed below in the section titled 'Processing Credit.'

OFFLINE DONATIONS. In the event that a necessity arises to make offline donations, Client and or Client's affiliates agree to receive and calculate these offline donations in the forms of, including but limited to, cash, personal check,

cashier's check, ACH, or electronic transfer. Any and all offline donations shall be entered into the online platform Client account under "Donations" by entering donation type, donor, and amount of donation. These donations are subject to the language in section titled "Fees" such that Learn2Earn will earn 20% of total offline donations in addition to 20% of online donations taken automatically upon processing. Client agrees to remit payment to Learn2Earn upon or before the thirtieth day following the completion date of the event for Learn2Earn's Service Fee.

PROCESSING CREDIT. Upon completion of the event, Client shall remit payment in the amount of 20% of total offline donations to Learn2Earn upon or before the thirtieth day following the completion date of the event. In the event that Client fulfills its obligation, Learn2Earn will issue a processing credit. The processing credit shall consist of all third party processing fees incurred throughout the duration of the fundraising event by Client.

PLEDGE FULFILLMENT. The Service will not collect any personally identifiable financial information such as Client's credit card or bank account number. Learn2Earn uses a third party payment processor to facilitate the fulfillment and collection of pledges made pursuant to Fundraisers. All financial information is collected directly by the payment processor subject to their policies and terms of use. The security of Client's personally identifiable financial information and the payments Client make to the payment processor is outside of our control and Learn2Earn shall not be responsible for any consequences or damages arising from Client disclosing personally identifiable financial information to or payments using the payment processor. Client acknowledges the terms of service that Sponsors will agree to when initiating their donations, included herein as Exhibit A.

PLEDGE FAILURE. Learn2Earn does not control success or completion of pledge fulfillment and is not responsible should any Sponsor fail to fulfill their pledge, whether by providing incomplete or inaccurate financial information or having insufficient funds. Any failed pledge will be noticed on the Service and the Account Owner and Account Administrator will be provided with the facility to contact the Sponsor to inquire regarding the pledge. The Account Owner and Account Administrator are solely responsible for all such communications which are required to comply at all times with the restrictions herein and applicable laws.

FUNDRAISING COUNSEL GUARANTEE. Learn2Earn will not at any time solicit funds, assets, or property for charitable purposes, receive or control funds, assets, or property solicited for charitable purposes, or employ, procure, or engage any compensated person to solicit, receive, or control funds, assets, or property for charitable purposes.

INTELLECTUAL PROPERTY RIGHTS

SERVICE CONTENT, SOFTWARE, AND TRADEMARKS. Client acknowledges and agrees that the Service contains content or features ('Service Content') that are protected by intellectual property rights, including, as applicable, copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Learn2Earn, Client agrees not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to Client's own User Content (as defined below) that Client legally uploads to the Service. In connection with Client's use of the Service, Client will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of Learn2Earn, our affiliates, and our partners (the 'Software'). Client agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Learn2Earn. Client further agrees that the functionality and features of the Service represent valuable proprietary materials owned by Learn2Earn. By having access to the Service, Client agrees to not study or analyze the Service or otherwise use the Service for the purpose of creating and using another Internet reading-based fundraiser or tracking program.
The Learn2Earn name and logos are trademarks and service marks of Learn2Earn (collectively the 'Learn2Earn Trademarks'). Other Learn2Earn product and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Learn2Earn. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Learn2Earn Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of Learn2Earn Trademarks will inure to our exclusive benefit.

USER CONTENT TRANSMITTED THROUGH THE SERVICE. With respect to the content or other materials Client uploads through the Service or share with other users or recipients (collectively, 'User Content'), Client represents and warrants that Client owns all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein.

Client acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information about the Service ('Submissions'), provided by Client to Learn2Earn are non-confidential and Learn2Earn will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to Client.

INDEMNITY AND RELEASE

Client agrees to indemnify and hold Learn2Earn and its affiliates and their officers, employees, directors and agent harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to (i) Client's use (and the use by any associated Students) of the Service, any User Content, its connection to the Service; (ii) its violation (and the violation by any associated Students) of these Terms of Service or of any rights of another, including, but not limited to, any abuse or cyber-bullying. In addition, Client hereby releases Learn2Earn and its affiliates and their officers, employees, directors and agent harmless from any and all losses, damages, expenses, claims, actions of any kind and injury (including death), whether known or unknown, whether foreseeable or not, that in any way arise out of or relate to (i) Client's use (or the use of by any associated Students) of the Service; (ii) any personal injury, death or property damage suffered by Client, its family or other members of its household due to any communication or other action originating from or with respect to the Service. If Client is a California resident, Client waives California Civil Code Section 1542, which says: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.' If Client is a resident of another jurisdiction, Client waives any comparable statute or doctrine.

DISCLAIMER OF WARRANTIES

CLIENT'S USE OF THE SERVICE IS AT CLIENT'S SOLE RISK. THE SERVICE IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. LEARN2EARN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

LIMITATION OF LIABILITY

CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT LEARN2EARN WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LEARN2EARN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) ANY AMOUNTS PLEDGED OR OTHERWISE RAISED INCIDENT TO ANY FUNDRAISING; (III) THE COST OF PROCUREMENT OF AN ALTERNATIVE FUNDRAISING MECHANISM; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF CLIENT'S TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (VI) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL LEARN2EARN'S TOTAL LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT CLIENT HAS PAID LEARN2EARN IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS ($100).
SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO CLIENT. IF CLIENT IS DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, CLIENT'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

ARBITRATION

At Learn2Earn's or Client's election, all disputes, claims, or controversies arising out of or relating to the Terms of Service or the Service that are not resolved by mutual agreement shall be exclusively resolved by binding arbitration to be conducted before JAMS, or its successor. Unless otherwise agreed by the parties, arbitration will be held in San Diego, California before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed

by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award Client any damages in excess of the limitation on actual compensatory, direct damages set forth in above and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms of Service, and Client hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.

TERMINATION

Client agrees that Learn2Earn, in its sole discretion, may suspend or terminate Client's account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Learn2Earn believes that Client has violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of Client's use of Service, may be referred to appropriate law enforcement authorities. Learn2Earn may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. Client agrees that any termination of its access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledges and agrees that Learn2Earn may immediately deactivate or delete Client's account and all related information and files in your account and/or bar any further access to such files or the Service. Further, Client agrees that Learn2Earn will not be liable to Client or any third party for any termination of Client's access to the Service. Upon any termination of this Agreement, all provisions herein which are intended survive to give meaning to their terms shall survive any termination or lapse of this Agreement, including, but not limited all definitions, disclaimers, indemnification obligations, limitation of liabilities, and general terms.

USER DISPUTES

Client agrees that Client's solely responsible for Client's interactions with any other user in connection with the Service and Learn2Earn will have no liability or responsibility with respect thereto. Learn2Earn reserves the right, but has no obligation, to become involved in any way with disputes between Client and any other user of the Service.

GENERAL

These Terms of Service constitute the entire agreement between Client and Learn2Earn and govern Client's use of the Service, superseding any prior agreements between Client and Learn2Earn with respect to the Service. Client also may be subject to additional terms and conditions that may apply when Client use affiliate or third party services, third party content or third party software. This Agreement will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, Client and Learn2Earn agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Diego County, California. In the event a dispute arises regarding this Agreement or the use of this Site, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred, in addition to damages and any other relief to which it is entitled. The failure of Learn2Earn to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Client may not assign this Agreement without the prior written consent of Learn2Earn, but Learn2Earn may assign or transfer this Agreement, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to Client may be made via either email or regular mail. The Service may also provide notices to Client of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

PRIVACY

At Learn2Earn, we respect the privacy of our users. For details please see our Privacy Policy. Client confirms that Client has read our Privacy Policy, the terms of which are incorporated herein in full, and agree that the terms of such policy are reasonable and satisfactory.

NOTICE TO CALIFORNIA USERS

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. Client may contact us at Learn2Earn, 1223 Cleveland Avenue, Suite 200, San Diego, CA

IN WITNESS WHEREOF, the parties hereto have executed this TERMS OF SERVICE CONTRACT as of the date first written above.

LEARN2EARN CORPORATION

By: _____

Print Name: _____

Title: _____

Learn2Earn, Inc.
1223 Cleveland Ave, Suite 200
San Diego, CA 92103

WHOOO'S READING ACCOUNT MANAGER:
Claire Zaruba
support@whooosreading.org

CLIENT

By: _____

Print Name: _____

Title (if any): _____

Team Jaguar Fundraising Committee/Joaquin Miller Elementary
Gail Honeystein, John Paramo, Debbie Kukta, or Representative
720 E. Providencia
Burbank, CA, 91501
3108011285

EXHIBIT A

Exhibit A, the Terms of Service to which all users of the Service must agree, is herein incorporated by reference only. Client agrees to be bound to the terms of Exhibit A, the body of which has been omitted but can be obtained at any time by written request to Learn2Earn, Inc. at the address above, or by sending a request via email to legal@whooosreading.org.

Learn 2 Earn

Online Read-A-Thon Fundraisers

2020-2021 School Year



Reading, Learning, Earning?

Raising Money & Motivating Reading

Our online Read-A-Thon motivates students to read and write, promotes critical thinking, and encourages family interaction, all while raising money for your school.

Your school **keeps 80%** of funds raised, there is no door-to-door selling, and we make it easy so that you need **only one or two volunteers!**

Read Books... **Log Online...** **Get Sponsors...** **Raise Money!**



Children choose whatever they want to read.

Children log their reading on their secure profiles.

Parents invite sponsors via email, text, and social media.

Your school keeps 80% of funds raised.

Quick & Easy Setup

You choose the length and goals of your fundraiser.

We create your student accounts.



You promote the fundraiser to parents, teachers, and students.



Watch fundraising activity in real time!

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	Laura Erisman, Administrative Secretary
DATE:	January 21, 2021
SUBJECT:	Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

Background:

The Williams Lawsuit Settlement Quarterly Report and its procedures are required by the State in order for the public to have a means by which to file complaints alleging violation of federal or state laws or regulations governing various educational programs.

Discussion/Issues:

All school districts are required to report summarized data on the nature and resolution of all complaints addressing insufficient instructional materials, teacher vacancies and mis-assignment, and emergency or urgent facilities issues on a quarterly basis to the Los Angeles County Superintendent of Schools in accordance with the provisions of the Williams settlement legislation, per Education Code 35186 (SB550 and AB 2727).

This is the second report to the Board of Education for the 2020-2021 school year. There is no incidents to report.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021, Report Summary No. 2, October 1 through December 31, 2020 as presented.

Los Angeles County Office of Education
Serving Students ▪ Supporting Communities
Leading Educators

Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2020-2021

District Name: Burbank Unified School District Date: January 6, 2021

Person completing this form: John Paramo Title: Asst. Sup. Ed. Services

Quarter covered by this report (Check One Below):

☐	1st QTR	July 1 to September 30	Due 16-Oct 2020
☑	2nd QTR	October 1 to December 31	Due 15- Jan 2021
☐	3rd QTR	January 1 to March 31	Due 16-Apr 2021
☐	4th QTR	April 1 to June 30	Due 16-Jul 2021

Date for information to be reported publicly at governing board meeting: January 21, 2021

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
TOTAL	0	0	0

Print Name of District Superintendent Matt Hill

Signature of District Superintendent _____ Date 1/21/21

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoe.edu

Rev. 07-19-20

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	January 21, 2021
SUBJECT:	Approval Amended of Authorization of Signatures

Background:
Education Code Sections 35143, 42632, and 42633 provide for authorized officers of the Burbank Unified School District to sign notices of employment, contracts and orders drawn on the funds of the District.

Discussion/Issues:
In order to conduct the daily business of the District, individual officers, as named by formal board of Education action, must be authorized to sign warrants, checks, contracts, notices or other legal documents. If persons authorized to sign such documents are unable for any reason to do so, the law requires that a majority of the Board members sign in their place for the particular document.

The attached "Certification of Signatures" form is the form required by the Los Angeles County Office of Education to be used to process the District's paper work associated with warrants, checks, contracts, notices or other legal documents. This form indicates which persons have been approved by the Board of Education to sign the documents indicated.

Fiscal Impact:
None.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services recommends that the Board of Education approve the authorization of signatures, for the period of January 22, 2021 through January 23, 2022, as presented.

Document and/or Transaction	Approved/Authorized by:	
	Name	Title
authorized to sign any or all checks, contracts, notices, County People Soft System transactions, revolving cash, all District imprest accounts, adult clearing account documents, District purchase orders, and other legal documents	Debbie Kukta	Assistant Superintendent, Administrative Services
authorized to sign any or all warrants, checks, contracts, notices or other legal documents of the District;	Matt Hill	Superintendent
authorized to sign human resource services related contracts and invoices	Sarah Niemann	Assistant Superintendent of Human Resources
authorized to sign instructional services related contracts and invoices	Sharon Cuseo	Assistant Superintendent, Instructional Services
authorized to sign instructional services related contracts and invoices	John Paramo	Assistant Superintendent, Educational Services
authorized to sign facilities-related contracts, notices, invoices and purchase orders	Larry Cross	Director of Facilities
authorized to sign District purchase orders and alternate signatory for all District imprest accounts	Alyssa Low	Director, Fiscal Services
authorized to sign County People Soft System transactions, revolving cash, adult clearing account documents and purchase orders	Carin Wantland	Assistant Supervisor of Budget & Finance
authorized to sign documentation pertaining to the Accumulation Program for Part-Time and Limited – Services Employees (APPLE Plan) and payroll taxes	Tiffany Maxwell	Payroll Supervisor

All of the following are approved to sign invoices as "approved for payment."

Department Heads	**Title**
Peter Knapik	Director, Elementary Education
Stacy Cashman	Director, Student Services
Tamara Schiern	Director, Special Education
Rick Vonk	Director, Technology Services
Kathy Sessinghaus	Director, Food Services
Stephanie Fields	Children's Center Coordinator

Principals	**School Site**
Molly Hwang	Disney Elementary
Laura Flosi	Edison Elementary
Jennifer Kaitz	Emerson Elementary
Martha Walter	Harte Elementary
Sandra DeBarros	Jefferson Elementary
Liz Costella	McKinley Elementary
Judy Hession	Miller Elementary
Jennifer Culbertson	Providencia Elementary
Matthew Osmond	Roosevelt Elementary
Jill Johnson	Stevenson Elementary
Brandi Young	Washington Elementary
Jennifer Meglemre	Jordan M.S.
Oscar Macias	Luther M.S
Greg Miller	Muir M.S.
Thomas Crowther	Burbank H.S.
Deborah Madrigal	John Burroughs HS
David Guyer	Monterey H.S.
Emilio Urioste	Adult School

Burbank Unified School District

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

K-12 Districts: 35143, 42632, and 42633

Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: January 22,2021 to January 23, 2022

In accordance with governing board approval dated January 21, 2021.

Signature _____

Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME Steve Frintner
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME Steve Ferguson
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME Charlene Tabet
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Emily Weisberg
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME Armond Aghakhanian
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Matt Hill
TITLE Superintendent
SIGNATURE
TYPED NAME Debbie Kukta
TITLE Assistant Superintendent, Administrative Services
SIGNATURE
TYPED NAME Sharon Cuseo
TITLE Assistant Superintendent, Instructional Services
SIGNATURE
TYPED NAME John Paramo
TITLE Assistant Superintendent, Educational Services
SIGNATURE
TYPED NAME Sarah Niemann
TITLE Assistant Superintendent, Human Resources
SIGNATURE
TYPED NAME Larry Cross
TITLE Director, Facilities
SIGNATURE
TYPED NAME Alyssa Low
TITLE Director, Fiscal Services

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS

FORM NO. 503-804 Rev. 11-20-2002

Burbank Unified School District

SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

As clerk/secretary to the governing board of the above named school district, I certify that the signatures shown below in Column 1 are the verified signatures of the members of the governing board. I certify that the signatures shown in Column 2 are the verified signatures of the person or persons authorized to sign notices of employment, contracts and orders drawn on the funds of the school district. These certifications are made in accordance with the provisions of Education Code Sections:

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Community College Districts: 72000, 85232, and 85233

If persons authorized to sign orders as shown in Column 2 unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures are valid for the period of: January 22,2021 to January 23, 2022

In accordance with governing board approval dated January 21, 2021

Signature _____

Clerk (Secretary) of the Board

NOTE: Please TYPE name under signature.

Column 1

Signatures of Members of the Governing Board

SIGNATURE
TYPED NAME
President of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Clerk/Secretary of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education
SIGNATURE
TYPED NAME
Member of the Board of Trustees/Education

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

Column 2

Signatures of Personnel and/or Members of Governing Board authorized to sign Orders for Salary or Commercial Payments, Notices of Employment, and Contracts:

SIGNATURE
TYPED NAME Tiffany Maxwell
TITLE Payroll Supervisor
SIGNATURE
TYPED NAME Carin Wantland
TITLE Assistant Supervisor, Budget & Finance
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE
SIGNATURE
TYPED NAME
TITLE

Number of Signatures required:

ORDERS FOR SALARY PAYMENTS	ORDERS FOR COMMERCIAL PAYMENTS
NOTICES OF EMPLOYMENT	CONTRACTS

FORM NO. 503-804 Rev. 11-20-2002