BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, August 19, 2021

6:00 p.m. - Closed Session
7:00 p.m. - Public Session
President Steve Frintner will participate remotely from Austin, TX, via videoconference.

Burbank City Hall
275 E. Olive Avenue
Burbank, California

AGENDA

The entire agenda packet is available for review online at www.burbankusd.org/boemeetings; 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

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 by completing a blue request card. Speakers are requested to state their name prior to speaking to the Board. Not more than five (5) minutes may be allotted to each speaker, except by unanimous consent of the Board of Education. The Superintendent may refer the matter to the proper department for review.

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 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 960031305 and 960024870.

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. PRESENTATIONS / RECOGNITIONS

9. REPORTS FROM THE BOARD

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction by completing a blue request card. Speakers are requested to state their name prior to speaking to the Board. Not more than five (5) minutes may be allotted to each speaker, except by unanimous consent of the Board of Education. The Superintendent may refer the matter to the proper department for review.

10.b Staff Responses

10.c Board Members' Comments and Responses

11. REPORTS TO THE BOARD

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

11.b Discussion Regarding the Development of a Policy for Mandating Vaccines for Employees
Sarah Niemann, Assistant Superintendent, Human Resources will facilitate a discussion regarding the development of a policy for mandating vaccines for all employees.

11.c Report on Facilities and Technology Projects
Debbie Kukta, Assistant Superintendent, Administrative Services, will report on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

Facilities and Technology PowerPoint_8.19.2021.pdf

12. NEW AND/OR UNFINISHED BUSINESS

12.a Approval of Arts for All Advancement Grant Program Agreement - Contract # AG-21 5498
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Arts for All Advancement Grant Agreement between the Burbank Unified School District and the Los Angeles County Arts Commission, effective September 4, 2021 through June 30, 2022, to accept an award amount of $25,000, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Approval of Advancement Grant with Agmt.pdf

12.b Approval of Proposed Revision of Selected Board Policies and Administrative Regulations
Matt Hill, Superintendent, recommends that the Board of Education approve 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_Mar 2021_081921.pdf

12.c Approval of COVID-19 Protocols and Procedures for Overnight Field Trips for the 2021-2022 School Year
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Covid 19 Protocols and Procedures for Overnight Field Trips for the 2021-2022 school year, as presented.

Overnight Fieldtrip Protocols 8 19 21.pdf

12.d Approval of John Burroughs High School Vocal Music Association (Overnight) Field Trip
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the John Burroughs High School Vocal Music Association Powerhouse and Sound Sensations (Overnight) Field Trip request to participate in the Heart of America Choir Competition in New York City from Thursday, March 24 through Monday, March 28, 2022, as presented.

JBHS_VMA_Extended_Overnight_Field_Trip_NY_8_19 21.pdf

12.e Approval of School Attendance Review Board (SARB) Committee Members for 2021-2022
Stacy Cashman, Director, Student Services, recommends that the Board of Education approve the School Attendance Review Board Committee members for the 2021-2022 school year, as presented.

SARB Panel 2021-22.pdf

12.f Approval of Memorandum of Understanding Between Burbank Unified School District and Berkeley Hall School
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Memorandum of Understanding between Burbank Unified School District and Berkeley Hall School to participate in the Burbank Unified School District Induction Program, effective August 20, 2021 through June 15, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Induction MOU with MOU.pdf

12.g Approval of the 2021-2022 Consolidated Application for Categorical Programs
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the submission of the 2021-2022 Consolidated Application for Funding Categorical Programs, August Submission, and the authority to sign and submit the application to the California Department of Education be exercised pursuant to BUSD—AR 3314, as presented.

Con App Approval 81921.pdf

12.h Adoption of Resolution 4 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 4 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 4 - Reduction in Force.pdf

12.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 8-19-21.pdf

13. 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.

13.a Action on Final Settlement Agreement (Special Education)

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960031305, not to exceed $39,468 (01.0-65000.0-50010-36000-5813-7440000), effective July 27, 2021 through August 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960031305 Settlement Agreement.docx.pdf

13.b Action on Final Settlement Agreement (Special Education)

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960024870, not to exceed $72,500 (01.0-65000.0-50010-36000-5813-7440000), effective August 9, 2021 through May 28, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960024870 Settlement Agreement.docx (1).pdf

13.c Ratification of Agreement for Professional Services (Special Education)

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Troy & Associates Educational Consulting, Inc., to provide compensatory education for Special Education Student 160003888, not to exceed $28,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 30, 2021 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888_Troy & Assoc_Ratification.pdf

13.d Ratification of Agreement for Professional Services (Special Education)

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Inclusive Education and Community Partnership, to provide specialized behavior consulting support for Special Education Student 960012025, not to exceed $11,120 (01.0-65000.0-57602-11900-5850-7440000), effective August 3, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960012025_IECP_Ratification.pdf

13.e Amended Agreement for Professional Services (Special Education)

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Sandra R. Kaler, R.N., Ph.D., to provide a Psychological-Educational Independent Evaluation and attend

an IEP meeting for Special Education Student 960001099, not to exceed $6,200 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2021 through December 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 15, 2021. The assessor requires an in-school observation of student which requires additional time. This amendment adds an additional $1,200 increasing the total not to exceed amount to $6,200.

SPED Student 960001099_Sandra Kaler_Amended.pdf

13.f Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Board of Education Meeting of August 5, 2021, as presented.

Minutes.08.5.21.pdf

13.g Approval of Personnel Report Number 21-22-03
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 21-22-03, covering Certificated and Classified personnel, and consisting of Pages 1 to 26 inclusive, as presented.

Personnel Report.pdf

13.h 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 July 26, 2021, as presented.

2020-2021 Purchase Order Report.pdf

13.i 2021-2022 Purchase Order Report
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2021-2022 as listed through July 26, 2021, as presented.

2021-2022 Purchase Order Report.pdf

13.j Approval of Warrants
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $3,695,719.26 commercial warrants in the total amount of $0.00, as presented.

Warrants.pdf

13.k Approval of Independent Learning Academy Master Agreement
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for the 2021-2022 school year, for 7th through 12th Grade Students, effective August 20, 2021, as presented.

Approval of ILA Master Agreement 21-22 with Agmt.pdf

13.l Approval of Amended Consultant Agreement for Jill Sullivan
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Jill Sullivan to provide mentor services, effective November 20, 2020 through June 30, 2021, in the amount of $3,821.00 (01.0-00000.0-00000-27000-5810-7420025), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Amended Agmt Jill Sullivan with Agmt.pdf

13.m Approval of Agreement– California State University, East Bay
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and California State University, East Bay to provide educational field experience, effective August 20, 2021 through June 30, 2026 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 - East Bay.pdf

13.n Ratification of Rental Agreement, Williams Scotsmans Inc., 48'x12' Temporary Mobile Office, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify a rental agreement between Burbank Unified School District and Williams Scotsman Inc., for a 48'x12' Temporary Mobile Office for the Two-Story Modular Building Project at Walt Disney Elementary School, effective August 3, 2021 through August 3, 2022, not to exceed $15,984.31 (21.3-00000.0-91008-85000-6237-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Ratif_Williams Scotsman_Disney_Bond.pdf

13.o Approval of Award of Contract, Universal Asphalt, Bid 1920-018, Furnish and Install Blacktop Slurry Seal and Striping, McKinley Elementary School (Deferred Maintenance)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt for Seal Coat and Striping at McKinley Elementary School, effective August 20, 2021 through August 19, 2022, not to exceed $25,847.50 (140-00000.0-00000-85000-6170-209-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Universal Asphalt_McKinley_Def. Maint.pdf

13.p Approval of Additive Change No. 1 for Professional Services, Massadi Enterprises, In-Plant Inspection Services for Elevator, Two-Story Modular Building Project, Walt Disney Elementary School (Growth Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an additive change order between Burbank Unified School District and Massadi Enterprises for In-Plant Inspection Services for the Two-Story Modular Building Project Elevator at Walt Disney Elementary School, not to exceed $3,000

(25.0-00000.0-91008-85000-6281-201-0000) Growth Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The $1,200 increase, which brings the not to exceed to $3,000, is due to the additional hours to complete this project with certification, that were not included in the initial scope.

CO1_Massadi_Disney_Growth.pdf

13.q Approval of Additive Change No. 1 and No.2, Western Allied Corp., CUPCCAA Bid 2021-002, Installation/Conversion of Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School (Bond Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change order No.1 and No.2 between Burbank Unified School District and Western Allied Corp., CUPCCAA Bid 2021-002, for the Installation/Conversion of the Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School, not to exceed $93,810 (21.3-00000.0-91003-85000-6230-2150000) Bond Fund and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The increased amount of $7,054 for change order No.1 and $2,432 for change order No.2, bringing the total not to exceed amount to $93,810, is for the additional Copper and Dx Coil and extra electrician work that were not included in the initial scope.

CO1&2_Western Allied_ Stevenson_Bond.pdf

13.r Ratification of an Award of Contract, Intercom Clock & Signal Service (ICS), District-Wide Cellular Monitoring Services, Various Sites (General Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an award of contract between Burbank Unified School District and Intercom Clock & Signal Service (ICS) for cellular service monitoring for the District-Wide fire alarm phone system, effective July 1, 2021 through June 30, 2022, not to exceed $1,795 (01.0-00100.0-00000-83000-5850-752-1000) General Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratif_ICS_Various Sites_General.pdf

14. REQUESTS TO ADDRESS THE BOARD

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14.a Public Communications

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14.b Staff Responses

14.c Board Members' Comments and Responses

15. ADJOURNMENT

Facilities/Technology Board of Education Agenda Items

Board of Education Meeting – August 19, 2021

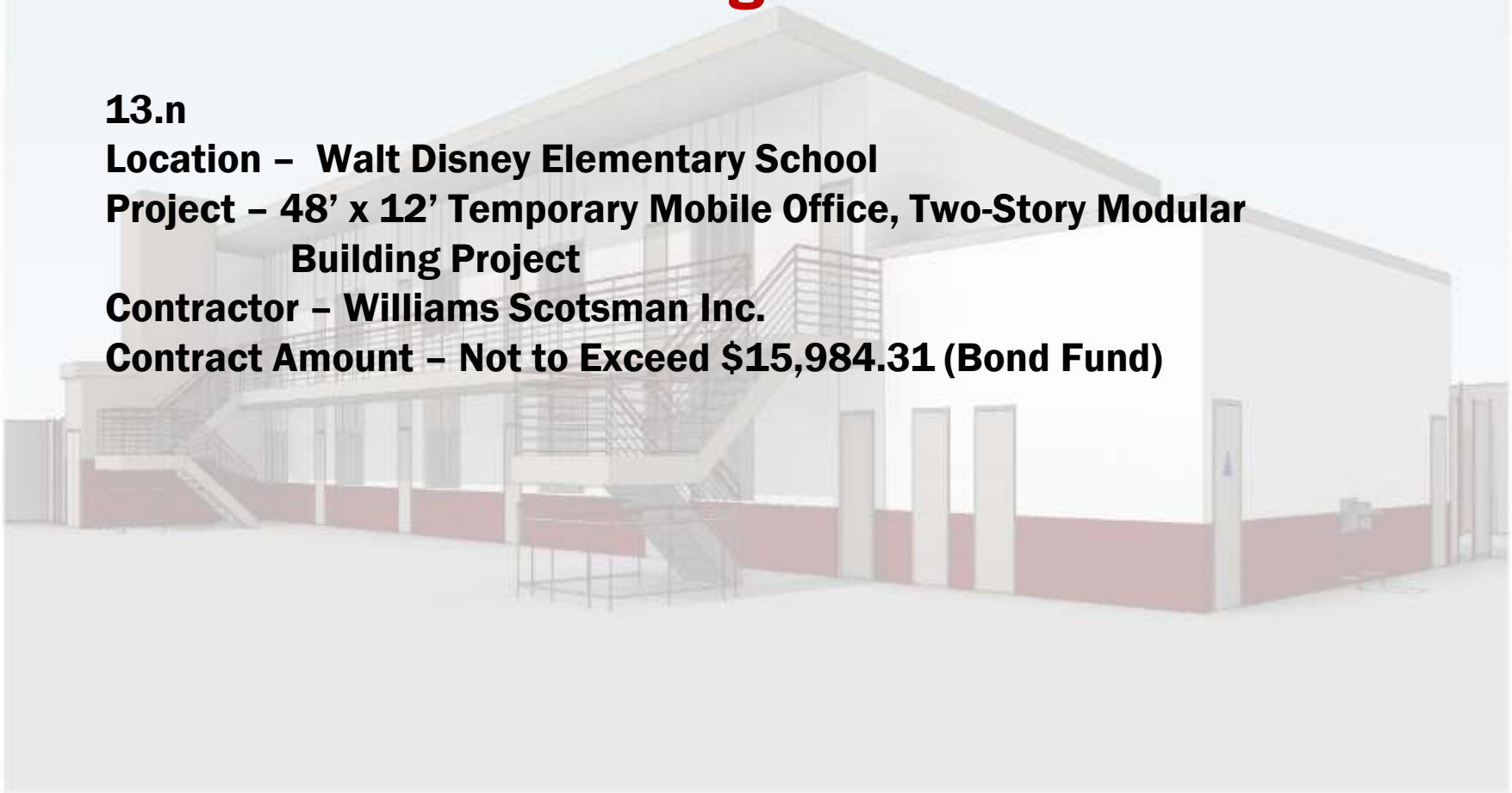
Facilities Projects (Notices of Completion, Change Orders, Award of Contract & Contract Amendments)

Bond Technology Projects (Notices of Completion, Change Orders, Award of Contract & Contract Amendments)



NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Ratification of Rental Agreement - Facilities



13.n
Location – Walt Disney Elementary School
Project – 48’ x 12’ Temporary Mobile Office, Two-Story Modular Building Project
Contractor – Williams Scotsman Inc.
Contract Amount – Not to Exceed $15,984.31 (Bond Fund)

NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Approval of Additive Change No. 1 and No. 2 - Facilities

13.q
Location – Stevenson Elementary School
Project – CUPCCAA Bid 2021-002, Installation/Conversion of Existing Furnace Unit into an HVAC System in the Auditorium
Contractor – Western Allied Corp.
Final Contract Amount – $93,810 (Bond Fund)

Note: This is a total increase of $9,486 ($7,054 for No. 1 and $2,432 for No. 2) for a revised total of $93,810.

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:	Peggy Flynn, Arts & CTE Coordinator
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	August 19, 2021
SUBJECT:	Approval of Arts for All Advancement Grant Program Agreement Contract # AG-21 5498

Background:
The Burbank Unified School Board adopted BUSD's first Arts for All Plan in December 2005. In October 2012, a second BUSD Arts for All Plan was adopted for the years 2012-2022. In joining the Los Angeles County Arts Commission's Arts for All countywide initiative, Burbank Unified has become eligible for pooled fund grants. Burbank Unified Arts for All has received more than $700,000 in grant funding since 2004, in support of professional development, teaching artist workshops, consultants, facilitators, and curriculum development in the visual and performing arts.

Districtwide Goals for 2021-2022

1.7 Maintain access to visual and performing arts education and implement the BUSD Arts for All Plan.

Discussion/Issues:
A copy of the 2021-2022 Arts for All Advancement Grant Contract # AG-21 5498 includes grant recipient requirements and a budget that outlines required district matching funds, district in kind contributions, and the grant amount awarded by the Los Angeles County Arts Commission to the Burbank Unified School District Arts for All program.

Fiscal Impact:
The District's Arts for All Program will gain **$25,000** from the Los Angeles County Arts Commission Arts for All Advancement Grant. The District will contribute matching funds in the amount of $265,000 (LCAP funds for Elementary Music Teachers salaries and benefits, Instrument Repair and Replacement, Music Mentor Program) to provide an elementary music consultant to increase student access to general music instruction for grades 4 and 5.

Recommendation:
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Arts for All Advancement Grant Agreement between the Burbank Unified School District and the Los Angeles County Arts Commission, effective September 4, 2021 through June 30, 2022, to accept an award amount of $25,000, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

CONTRACT #: AG-21 5498
Advancement Grant Program Agreement

This Agreement made this date, _____, by and between the County of Los Angeles ("County"), a body corporate and politic and a political subdivision of the State of California, and:

Organization ("Grantee"): **Burbank Unified School District**
Address: **1900 West Olive Ave.**
City, State, Zip: **Burbank, CA 91506-2438**
Primary Contact: **Peggy Flynn**
Email Address: **peggyflynn@burbankusd.org**
Los Angeles County Vendor #: **11303902**

LOS ANGELES COUNTY ARTS EDUCATION COLLECTIVE ADVANCEMENT GRANT
The County, through the Los Angeles County Department of Arts and Culture ("Arts and Culture"), provides grants to Los Angeles County School Districts to support quality arts education programming for public school students.

Grantee is a Los Angeles County School District that is part of the Arts Ed Collective network and is currently implementing a board approved strategic plan for arts education.

Section 1. AGREEMENT DOCUMENTS. This Agreement is comprised of this three-page document, the Standard Terms and Conditions attached hereto as Exhibit A, and the General Terms and Instructions attached hereto as Exhibit B. Grantee affirms it has reviewed the entire Agreement, including the attached exhibits, and understands and will comply with the terms and conditions contained therein.

Section 2. PURPOSE AND SCOPE OF GRANT. The County desires to provide a grant to support Grantee in addressing and achieving key action items that move them toward their long term vision for arts education within their school district, as described in the application materials submitted to the County in connection with this grant. Specifically, this grant award will be used for the following purposes only ("Project"): ***to support the preservation of elementary music instruction for fourth through fifth grades and music mentors for secondary students.***

Section 3. AGREEMENT TERM. The term of this Agreement shall commence when executed by all parties hereto, no earlier than July 1, 2021**,** and shall expire on: **June 30, 2022.**

Section 4. MAXIMUM GRANT AMOUNT. The maximum grant amount payable by the County to the Grantee under this Agreement may not exceed: **$25,000.**

Section 5. ADDITIONAL TERMS AND CONDITIONS.

A. Matching Funds. As a condition of this grant award, Grantee must provide, at a minimum, matching funds equal to or exceeding the amount set forth in Section 4, above, for the purposes of funding the Project. If for any reason Grantee fails to contribute any or all of the required matching funds, the grant award will be reduced in an amount equal to the amount of matching funds Grantee fails to contribute. Grantee must reimburse the County any grant amount forfeited pursuant to this paragraph within 10 business days of a demand by the County for reimbursement, or within 30 days of expiration of the term of this Agreement, whichever is earlier. Grantee will follow those procedures and requirements established in the General Terms and Instructions (Exhibit B) for the acquisition and reporting of matching funds.

B. The County will pay the grant allocations set forth in Section 4, above, to Grantee in up to three installments. The County will not pay any interest or other charges on any grant allocation. Grantee must submit invoices as follows:

(i) Grantee may submit one (1) invoice for a maximum of 25% of the grant award following successful completion of all project planning and attendance at a County-scheduled grantee convening or a countywide network event. This invoice is optional.

(ii) Grantee may submit one (1) invoice for a maximum of 50% of the grant award following successful completion of a mid-project check-in and site visit with County staff. This invoice is optional.

(iii) Grantee must submit one (1) invoice for all unpaid grant funds on or before May 15, 2021. This invoice is mandatory and must be accompanied by a completed Final Report, as described in the General Terms and Instructions (Exhibit B). Payment pursuant to this invoice is contingent upon submission of the Final Report.

Grantee's failure or election not to submit an optional invoice pursuant to (i) or (ii), above, will not limit, reduce, or otherwise affect the Grantee's obligations under this Agreement.

C. Any funds allocated by the County to Grantee pursuant to this Agreement which are not used by Grantee in support of the Project must be returned to the County within 30 days of the expiration of the term of this Agreement. Grantee will forfeit any grant funds which remain unused upon the expiration of this Agreement.

D. Grantee agrees to comply with the terms of this Agreement, including the terms set forth in the attached Exhibits A and B, all applicable local, state and federal laws, and all applicable current and future guidelines issued by Arts and Culture.

E. Signatures. Grantee represents and warrants that the person or persons executing this Agreement for Grantee is/are authorized agent(s) who have actual authority to bind Grantee to each and every provision of this Agreement, and that all requirements of Grantee have been fulfilled to provide such actual authority.

F. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original and will together constitute one and the same Agreement. Manual signatures may be provided by facsimile, or digitally scanned and provided by electronic mail. Grantee will maintain on file and, upon the County's request, agrees to provide the County with an original of a signature provided by facsimile or electronic mail. Alternatively, grantee may provide electronic signatures of authorized signors via Adobe Sign.

IN WITNESS WHEREOF, the County has executed these presents by causing them to be subscribed by the Director of its Department of Arts and Culture, and Grantee has caused these presents to be executed by its duly authorized representatives, the date first above written.

COUNTY OF LOS ANGELES

By: _____ Date: _____
Kristin Sakoda, Director
Los Angeles County Department of Arts and Culture

GRANTEE

By: _____ Date: _____
BOARD PRESIDENT/OFFICER
Steven Frintner

By: _____ Date: _____
SUPERINTENDENT
Mr. Matt Hill

APPROVED AS TO FORM:
ROD CASTRO-SILVA
County Counsel

By: _____
Deputy



EXHIBIT A

STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES
CONSULTANT SERVICES AGREEMENT

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STANDARD TERMS AND CONDITIONS

COUNTY OF LOS ANGELES
CONSULTANT SERVICES CONTRACTS

§ 100. DEFINITIONS. For purposes of the Agreement, including all Exhibits/Attachments thereto, the following definitions shall govern its interpretation:

§ 101. "Agreement" shall mean the agreement by and between the Consultant and the County of Los Angeles, a body politic and corporate, which agreement shall include the primary document and all exhibits/attachments and/or documents referenced therein.

§ 102. "Auditor-Controller" shall mean the Auditor-Controller of the County of Los Angeles and/or his designee.

§ 103. "Department" shall mean the County of Los Angeles Department of Arts and Culture .

§ 104. "Consultant" shall mean the agency or individual contracting with the County under the terms and conditions of this Agreement, including Consultant's employees, agents, assigns, contractors, subcontractors, and anyone else involved in any manner in the exercise of the rights therein given to the Consultant.

§ 105. "Contract Amount" shall mean the fees or payment agreed to be paid by the County for consultant services as set forth in the Agreement.

§ 106. "County" shall mean the County of Los Angeles.

§ 107. "Director" shall mean the Director of the Department of Arts and Culture and/or her designee.

§ 108. "Services" shall mean the services identified in the primary document of this Agreement, or as more specifically set forth in an appropriate exhibit or attachment thereto.

§ 109. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Consultant provides the following assurances and certifications, and agrees to the following terms:

§ 201. Compliance with Laws. The Consultant certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Agreement are incorporated by this reference. The County reserves the right to review the Consultant's policies and procedures to ensure compliance with such laws, rules, regulations, ordinances, and directives, as applicable. The Consultant shall indemnify and hold the County, its officers, employees and agents harmless from any loss, damage or liability resulting from a violation by the Consultant, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 202. Copyrights/Privacy Rights. The Consultant shall neither violate nor infringe upon any copyright, right of privacy, or other statutory or common law right of any person, firm or corporation, nor, if authorized to do radio or television broadcasts pursuant to amendment

hereto, violate the rules and regulations of the Federal Communications Commission or the Code of Good Practices of the National Association of Broadcasters. Further, the Consultant will not defame or harm the reputation of any person, firm or corporation as a result of entering into this Agreement. The Consultant shall indemnify, defend and hold the County, its officers, employees and agents harmless from any sanctions or other liability which may be assessed against the County by reason of the Consultant's failure to comply with the foregoing.

§ 203. Nondiscrimination and Assurance of Compliance with Civil Rights. (a) The Consultant assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, if any, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) Consultant hereby assures that it will comply with the Civil Rights Act of l964, 42 USC §§ 2000e through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

(d) To the extent applicable, Consultant shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

(e) Consultant shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the Director.

(f) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that Consultant has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Agreement.

(g) The parties agree that in the event Consultant violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Ten Thousand Dollars ($10,000) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

§ 204. Wage and Hour Laws. To the extent applicable, the Consultant assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The Consultant shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Consultant's employees for which the County may be found jointly or solely liable.

§ 205. Safety and Working Conditions. (a) To the extend applicable, the Consultant shall comply with the provisions of the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 et seq.) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules. Consultant assures that no employee will be required or permitted to work under working conditions which are unsanitary, hazardous or otherwise detrimental to the person's health or safety.

(b) Consistent with this **§ 205** and to the extent applicable, Consultant agrees that it shall comply with section 3203 of title 8 in the California Code of Regulations which requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

(c) In addition to other requirements set forth herein, Consultant certifies that it shall, at its own expense, provide its employees all necessary general and specific training with respect to safety and working conditions and provide its employees with all required personal protective equipment necessary to perform services under this Agreement.

§ 206. Employment Eligibility Verification. (a) To the extent applicable, the Consultant warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the Agreement are eligible for employment in the United States. The Consultant shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Consultants failure to comply with the foregoing.

(b) The Consultant represents that he/she has secured and retained all required documentation verifying employment eligibility of its personnel, if any. The Consultant shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Agreement, in accordance with applicable provisions of law.

§ 207. Drug Free Workplace Compliance. The Consultant hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (Cal. Gov. Code § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98 commencing with §98.600), as applicable.

§ 208. Conflict of Interest/Contracts Prohibited. (a) The Consultant represents and warrants that no County employee, whose position enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee, is or shall be employed

in any capacity by the Consultant, or shall have any direct or indirect financial interest in this Agreement.

(b) The Consultant represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Agreement will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Agreement or who subsequently becomes affiliated with the Consultant in any capacity shall not participate in the provision of Services provided under this Agreement or share in the profits of Consultant earned for a period of one year from the date he/she separated from County employment.

§ 209. Lobbying. The Consultant certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Consultant shall fully comply with the County Lobbyist Ordinance (Los Angeles County Code Chapter 2.160). Failure on the part of any County lobbyist retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

§ 210. County Layoffs. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Agreement.

(b) Employment offers to qualified County employees shall be under the same conditions and rate of compensation that apply to other individuals who are employed or may be employed by Consultant.

(c) Consultant shall maintain records of each employment offer made to qualified County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

§ 211. GAIN/GROW Program Participants. (a) Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. Upon request from Consultant, the County will refer GAIN/GROW participants by job category to the Consultant for consideration.

(b) In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

(c) Notwithstanding **§ 210** and **§ 211** of this Agreement, the Consultant and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

§ 212. Covenant Against Contingent Fees. (a) Consultant certifies and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fees.

(b) For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fees. This right shall be in addition to any other legal remedy available to the County.

§ 213. Warranty of Adherence to County's Child Support Compliance Program. (a) Consultant acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) To the extent required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement and comply with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Unless otherwise exempt by County Code section 2.200.040, failure to comply with such reporting requirements, or failure to implement and comply with lawfully served wage and earnings assignment orders or notices of assignment, shall constitute a default under this Agreement, and failure to cure the default within ninety (90) days of notice by the County shall subject the Agreement to termination.

(c) Unless otherwise exempt under Los Angeles County Code section 2.200.040, failure to comply with the provisions of this **§ 213** may be cause for debarment.

§ 214. Debarment and Suspension. (a) The Consultant certifies that it has not been subject to debarment and/or suspension under any federal (29 CFR Part 98), State or local program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than execution of this Agreement by Consultant.

(b) **Responsible Contractor.** A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** The Consultant is hereby notified that, in accordance with County Code Chapter 2.202, as may be amended from time to time, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is evidence that the Consultant may be subject to debarment, the County will notify the Consultant in writing of the evidence that is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This **§ 214** shall also apply to subcontractors of County contractors, if any.

§ 215. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Agreement, the Consultant certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 216. Prohibited Activity. To the extent applicable, the Consultant represents and warrants that it will not engage in or permit any religious proselytizing or political propagandizing in connection with the performance of this Agreement. The Consultant agrees to comply with the provision of the federal Hatch Act and with Section 675e of Subtitle B of Title VI of Public Law 101-121 (31 USC § 1352) which prohibits use of federal funds to influence the award of federal contracts or grants.

§ 217. Protection Against Fraud and Abuse. The Consultant (including its employees and agents), in performing all obligations under the terms of this Agreement, assures that it perform services in a manner which safeguards against fraud and abuse. The Consultant agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Consultant, its officers, employees and agents of this section.

§ 218. Authorization Warranty. The Consultant represents and warrants that the person executing this Agreement on behalf of the Consultant is an authorized agent who has actual

authority to bind Consultant to each and every term, condition, and obligation set forth in this Agreement, and that all requirements of Consultant have been fulfilled to provide such actual authority.

§ 219. Employee Jury Duty Service Program. (a) **Jury Service Program**. This Agreement is subject to the provisions of the County's ordinance entitled "Contractor Employee Jury Service" ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this **§ 219**, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of a Contractor. "Full time" means 40 hours of more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary service of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this **§ 219**. The provisions of this **§ 219** shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Contractor" or if Consultant no longer qualifies for any exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the term of the Agreement and at its sole discretion, that Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Consultant continues to qualify for any exception to the Program.

(4) Consultant's violation of this **§ 219** may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Consultant for the award of future County agreements for a period of time consistent with the seriousness of the breach.

§ 220. Notice to Employees Regarding Safely Surrendered Baby Law. The Consultant shall notify and provide to its employees, and shall require each subcontractor to notify

and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached to this **Exhibit A** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

§ 300. INDEPENDENT STATUS

§ 301. Independent Contractor. (a) The Consultant shall at all times be acting as an independent contractor. This Agreement is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Consultant. Consultant understands and agrees that all of Consultant's personnel are employees solely of the Consultant and not of the County for purposes of workers' compensation liability.

(b) To the extent Consultant is and intends to remain an individual consultant during the term of this Agreement, and as such has no employees and no corporate or other organizational structure, the County and Consultant agree that any provisions of this Agreement, including its Exhibits, which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual contractors, shall not apply to Consultant. In the event Consultant, during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Consultant shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Consultant.

§ 302. No Authority to Bind County. As an independent contractor and except as otherwise expressly provided in the Agreement, Consultant has no power or authority to bind the County to any obligations, agreements, or contracts.

§ 303. Requisite Skills. The Consultant represents and warrants to the County, and County relies on such representation and warranty, that the Consultant (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement. The County and the Consultant understand and agree that the Consultant is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by the County pursuant to this Agreement.

§ 304. Identification. As an independent contractor, Consultant must, at his or her own expense, supply any and all identification material (e.g., business cards, etc.) used in the performance of this Agreement. Use of the County seal or other County identifier requires prior written approval of the County Chief Administrative Officer or his or her designee. **IMPROPER USE OF THE COUNTY SEAL OR OTHER IDENTIFIER SHALL BE REFERRED TO THE COUNTY DISTRICT ATTORNEY OR OTHER APPROPRIATE PROSECUTORIAL AGENCY FOR INVESTIGATION AND PROSECUTION TO THE FULL EXTENT PERMITTED BY LAW**. To the extent such material includes the County seal or other identifier, such material shall be distinguishable from County materials and expressly and clearly indicate that Consultant is an independent contractor or consultant.

§ 400. INDEMNIFICATION AND INSURANCE

§ 401. Indemnification. The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

§ 402. Insurance. (a) Without limiting Consultant's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Consultant shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this **§ 402** of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Consultant pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Consultant for liabilities which may arise from or relate to this Agreement.

(b) **Evidence of Coverage and Notice to County.**

(1) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given insured status under the Consultant's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(2) Renewal Certificates shall be provided to County not less than ten (10) days prior to Consultant's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Consultant and/or subcontractor insurance policies at any time.

(3) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the Certificate shall match the name of the Consultant identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

(4) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Consultant, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

(5) Certificates and copies of any required endorsements shall be sent to:

Attn: Director
Los Angeles County Department of Arts and Culture

1055 Wilshire Boulevard, Suite 800
Los Angeles, California 90017

(6) Consultant also shall promptly report to County any injury or property damage accident or incident, including any injury to a Consultant employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Consultant. Consultant also shall promptly notify County of any third party claim or suit filed against Consultant or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Consultant and/or County.

(c) **Additional Insured Status and Scope of Coverage.** The County, it's Special Districts, elected officials, officers, agents, employees, and volunteers (collectively, "County and its Agents") shall be provided additional insured status under Consultant's General Liability policy with respect to liability arising out of Consultant's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Consultant's acts or omissions, whether such liability is attributable to the Consultant or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(d) **Cancellation of or Changes in Insurance.** Consultant shall provide County with, or Consultant's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

(e) **Failure to Maintain Insurance.** Consultant's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Consultant, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Consultant resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Consultant, deduct the premium cost from sums due to Consultant or pursue Consultant reimbursement.

(f) **Insurer Financial Ratings.** Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

(g) **Consultant's Insurance Shall Be Primary.** Consultant's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Consultant. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Consultant coverage.

(h) **Waivers of Subrogation.** To the fullest extent permitted by law, the Consultant hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Consultant shall

require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(i) **Subcontractor Insurance Coverage Requirements.** Consultant shall include all of its subcontractors as insureds under Consultant's own policies, or shall provide County with each of its subcontractor's separate evidence of insurance coverage. Consultant shall be responsible for verifying that each of its subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Consultant as additional insureds on the subcontractor's General Liability policy. Consultant shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

(j) **Deductibles and Self-Insured Retentions (SIRs).** Consultant's policies shall not obligate the County to pay any portion of any Consultant deductible or SIR. The County retains the right to require Consultant to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Consultant's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(k) **Claims Made Coverage.** If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Consultant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(l) **Application of Excess Liability Coverage.** Consultant may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

(m) **Separation of Insureds.** All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

(n) **Alternative Risk Financing Programs.** The County reserves the right to review, and then approve, Consultant use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(o) **County Review and Approval of Insurance Requirements.** The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

§ 403. Insurance Coverage. (a) Consultant shall provide the programs of insurance set forth in this **§ 403** at such limits as are set forth in the Primary Document. If no limits are specified in the Primary Document, the default limits specified in this **§ 403** shall apply.

(b) **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million

Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

(c) **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Consultant's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(d) **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million ($1,000,000) per accident. If Consultant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Consultant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

§ 404. Intentionally Left Blank.

§ 405. Intentionally Left Blank.

§ 406. Intentionally Left Blank.

§ 407. Intentionally Left Blank.

§ 500. OPERATIONAL RESPONSIBILITIES

§ 501. County Rules. Consultant shall, in all details of the Services to be performed by Consultant, comply with and abide by all applicable rules, regulations and directions of the County, and shall be governed by the policy and guideline requirements of the Department of Arts and Culture, relevant County commissions and, to the extent applicable, State and/or federal agencies responsible for funding the services herein.

§ 502. Permits/Licenses. Consultant shall comply with all applicable County and local ordinances and all State and federal laws, and in the course thereof, obtain and keep in effect, at a cost solely borne by the Consultant, all permits and licenses required to conduct the Services.

§ 503. Public Statements. Consultant shall indicate in any press statement(s) or release(s) to the public that is related to the services provided herein, that such services are funded by the County. All such releases, statements or press or public activities shall be approved and coordinated with the Director.

§ 504. Staff Identification. (a) Consultant shall provide for him/herself and all Consultant staff providing services under this Agreement with a photo identification badge in accordance with County specifications (said badge to be clearly distinguishable from County employee identification badges). Specifications may change at the discretion of the County and Consultant will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Consultant implementing the use of the badge.

Consultant and his/her staff, while on duty or when entering any County facility or County grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Consultant shall notify the County within one business day when staff are terminated or otherwise removed from working under this Agreement. Consultant is responsible to retrieve and immediately destroy the staff's photo identification badge at the time of removal. Upon termination or expiration of this Agreement, Consultant shall immediately destroy any remaining badge(s) used to comply with this **§ 504**, and certify same to the County.

(c) If County requests the removal of Consultant's staff, Consultant is responsible to retrieve and immediately destroy the staff person's photo identification badge at the time of removal.

§ 600. AUDITS/RECORDS/REPORTS

§ 601. Audits. (a) The County Auditor-Controller shall at all times have access for audit purposes to the books, records, and accounts maintained by the Consultant in connection with all money expended under the terms of this Agreement.

(b) The Consultant shall take all actions necessary to enable the County Auditor-Controller or other authorized County representative(s) to clearly determine whether the Consultant is properly performing its contractual obligations, especially in relation to payments received.

(c) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Consultant regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Consultant, then Consultant agrees that the difference, at the County's discretion and in its sole direction, shall be either:

(1) Repaid forthwith by Consultant to County by cash payment; or

(2) Credited against future payments hereunder to Consultant. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Consultant, then the difference shall be paid to Consultant by County provided that in no event shall the County's maximum obligation for this Agreement exceed the maximum contract sum.

(d) Failure by the Consultant to comply with the requirements of this **§ 601** shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement.

§ 602. Inspection of Records. (a) During normal business hours, Consultant shall allow the County to inspect the books, records, documents and other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder to determine compliance with the terms of this Agreement, and shall allow the Director, the County and/or authorized State or federal governmental representatives access for any other purpose incidental to the performance of the responsibilities of those governmental entities.

(b) All material subject to inspection, including time cards signed by employee and supervisor, and all pertinent cost, accounting, financial records, and proprietary data, must be

kept and maintained by the Consultant in a location within Los Angeles County for a period of five (5) years after completion of this Agreement unless County's written permission is obtained to dispose of material prior to this time. In the event Consultant's books, records or documents are located outside the County of Los Angeles, the Consultant agrees to pay the County for traveling and per diem costs connected with an inspection or audit.

§ 603. Records/Data. (a) All data and information collected by Consultant in performance of its obligations under the terms of this Agreement shall remain or become the property of the County and shall not be appropriated by the Consultant for private, proprietary use. All reports and other data collected during the term of this Agreement shall be relinquished to the County upon termination of this Agreement.

(b) The Consultant shall maintain all books, records, documents or other evidence bearing on the costs and expenses of the Consultant with respect to work performed hereunder, as are deemed necessary or required by the County or State of federal regulations or rules, for five (5) years after final settlement under this Agreement unless permission to destroy them is granted by authorized County representative.

(c) County obtains the right to use, duplicate and disclose in whole or in part, in any manner, for any purpose whatsoever, any information or data generated from the services rendered by the Consultant under the terms of this Agreement.

(d) This provision shall survive termination or expiration of the Agreement.

§ 604. Progress Reports. The Consultant shall, at the direction of the Director, submit periodic progress reports outlining progress in completing services set forth in this Agreement.

§ 700. TERMINATION/CANCELLATION OF SERVICES

§ 701. Termination of Agreement for Default. (a) This Agreement may be terminated in whole or in part by the County providing to Consultant a written Notice of Default if the Consultant fails to perform any covenant or condition of this Agreement, as determined by the Director.

(b) The Consultant shall have not more than ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in her sole discretion, the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Consultant's event/performance for Consultant's Default, the County, in its sole discretion, may procure a replacement performance(s) and the Consultant shall be liable for all excess County costs incurred in connection with seeking the replacement performance(s), as determined by the County in its sole discretion.

§ 702. Termination for Convenience. Except as otherwise provided in this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Consultant without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under this Agreement is terminated,

and the date upon which such termination becomes effective. In the event of termination, the County shall pay the Consultant for all services completed prior to the effective date of such termination, less payments previously paid by the County for such services.

§ 703. Termination for Improper Consideration. (a) The County may, by written notice to the Consultant, immediately terminate the right of the Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Consultant either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

(b) Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 704. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in **§ 213** shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the County shall be grounds upon which the County may terminate this Agreement.

§ 705. Force Majeure. (a) The parties will be excused from the performance of this Agreement in whole or in part, only by reason of the following causes:

(1) when such is prevented by operation of law;

(2) when such is prevented by an irresistible superhuman cause, including but not limited to flood, earthquakes and fires; and,

(3) when such is prevented by an act of the public enemies of the State of California or of the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Consultant, or unavoidable casualty.

(b) In the event the Consultant's performance is excused in accordance with this **§ 705**, and the services are not provided, the Consultant agrees to reimburse the County the any amounts previously paid by the County; excluding extraordinary costs and expenses incurred by the Consultant as a direct result of instructions from the County; provided, however, that such costs and expenses have been approved by the Director in his sole discretion.

§ 706. Program Termination. In the event the services provided herein are directly related to a federal, State or local program and said program is terminated for any reason, the County may terminate this Agreement immediately without further liability for services yet to be rendered.

§ 707. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 702** (Termination for Convenience), as of the end of the then current fiscal year; provided, however, that the notice required in such an event may be less than that required under **§ 702**. The County shall make a good faith effort to notify the Consultant in writing of such non-allocation at the earliest time.

§ 708. Consultant Action Upon Termination. After receipt of a Notice of Termination pursuant to the terms of this Agreement, and except as otherwise directed by the Director or his designee, the Consultant shall:

(a) Incur no new or additional obligations in connection with the terminated work, and on the date set in the Notice of Termination, the Consultant shall stop work to the extent specified.

(b) Take all reasonable steps to minimize costs allocable to the work terminated by the notice.

(c) Terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and order connected with the terminated work.

(d) Complete performance of such part of the work that shall not have been terminated by the Notice of Termination.

§ 800. GENERAL PROVISIONS

§ 801. Contract Modifications/Amendments. This Agreement fully expresses the Agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this Agreement must be by means of a separate written document approved by the Director. No oral conversation between any officer or employee of the parties shall modify or otherwise amend this Agreement in any way.

§ 802. Assignments. This Agreement may not be assigned, in whole or in part, without the written consent of the County. Absent such approval, any attempt by the Consultant to assign this Agreement shall be void and shall constitute a material breach of this Agreement upon which the County may immediately terminate this Agreement.

§ 803. Notices. (a) The Director shall be the County representative to whom the Consultant shall forward all notices, documents, reports, and records as required herein. Notices to the parties shall be addressed as listed in the Agreement

(b) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 804. Waivers. (a) Any waiver by the County of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this Agreement or stopping the County from enforcing the full provision thereof.

(b) No delay, failure, or omission of the County to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(c) Waivers of the provisions of this Agreement shall be in writing and signed by the Director.

§ 805. Validity. The invalidity of any provision of this Agreement shall not void or affect the validity of any other provision.

§ 806. Entire Agreement. (a) This Agreement constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Agreement.

(b) Consultant warrants that he/she has received a copy of this Agreement, including all exhibits thereto, and upon execution of this Agreement, it shall be Consultant's responsibility to retain on file, and to abide by the entire Agreement.

§ 807. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 808. Proprietary Rights. (a) Any materials, data and information not developed under this Agreement, which Consultant considers to be proprietary and confidential, shall be plainly and prominently marked by Consultant as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

(b) County will use reasonable means to ensure that Consultant's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, County will notify Consultant of any Public Records Act request for items described in **§ 808** (a). County agrees not to reproduce or distribute such materials, data and information to non-County entities without the prior written permission of Consultant.

(c) Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under **§ 808** for:

(1) Any material, data and information not plainly and prominently marked with restrictive legends as set forth in **§ 808** (a);

(2) Any materials, data and information covered under **§ 808**; and

(3) Any disclosure of any materials, data and information which County is required to make under the California Public Records Act or otherwise by law.

(d) Consultant shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, Consultant shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

(e) Consultant shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in County's computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by County, without County's prior written consent.

(f) The provisions of **§ 808(c)**, **(d)** and **(e)** shall survive the expiration or termination of this Agreement.

§ 809. Subcontracting. (a) No performance of this Agreement or any portion thereof may be subcontracted by the Consultant without prior written notice to the Director or her authorized designee. Furthermore, Consultant agrees that, to the extent any part of this Agreement is to be subcontracted, Consultant shall comply with all County, State and/or federal procurement requirements established for the Program.

(b) Any attempt by the Consultant to subcontract any performance of the terms or conditions of this Agreement without first providing written notice to the Director or her authorized designee, shall be null and void and shall constitute a breach of this Agreement.

(c) All notices of subcontracting shall be directed to the Director and shall, at a minimum, include:

(1) A description of the services to be provided by the subcontract; and

(2) Identification of the proposed subcontractor(s) and an explanation of why and how the proposed subcontractor(s) were selected.

(d) Subcontracts shall be made in the name of the Consultant and shall neither bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Consultant of any requirement under the terms of this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Notice to the Director of any subcontract shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by the Director be construed as affecting any increase in the amount of this Agreement. Consultant shall be responsible for all costs associated with subcontracting.

§ 810. Public Records Act. (a) Any documents submitted by Consultant; all information obtained in connection with the County's right to audit and inspect Consultant's

documents, books, and accounting records pursuant to this Agreement; as well as those documents which were required to be submitted in response to a solicitation issued by the County for the awarding this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

(b) In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an RFP or other solicitation marked "trade secret", "confidential", or "proprietary", the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

§ 811 County's Quality Assurance Plan. County will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Director. The report will include improvement/corrective action measures taken by the County staff and Consultant. If improvement does not occur consistent with the corrective action measures, the Director may terminate this Agreement in whole or in part or impose other penalties as specified in the Agreement.

§ 812. Recycled Bond Paper. Consistent with the Board of Supervisor's policy to reduce the amount of solid waster disposal at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible in providing services.

§ 813. Nonexclusivity. Nothing in this Agreement is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Agreement shall not restrict County from acquiring similar, equal or like services from other entities or sources.

§ 814. Endorsement. The Consultant shall not, in any manner, advertise, publish or represent that the County endorses the services herein provided without the prior written consent of the County. Any published document, opinion or article referencing the County must have prior written consent of the Director.

§ 815. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

§ 816. Interpretation. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

§817. Warranty of Compliance with County's Defaulted Property Tax Reduction Program. Consultant acknowledges that County has established a goal of ensuring all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic

burden otherwise imposed upon the County and its taxpayers. Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with the Los Angeles County Code Chapter 2.206.

§818. Termination for Breach of warranty to Maintain compliance with county's Defaulted Property Tax Reduction Program. Failure of Consultant to maintain compliance with the requirements set forth in Section 817 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any provision of this contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract an/or pursue debarment of Consultant, pursuant to County Code Chapter 2.206.

# # #

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:	August 19, 2021
SUBJECT:	Approval 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 March 2021 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, recommends that the Board of Education approve 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
March 2021

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

Board Policy 0420.42 - Charter School Renewal

Policy updated to reflect **NEW LAW (SB 98, 2020)** which amends the criteria for renewal when the two consecutive years immediately preceding the renewal include the 2019-20 school year (i.e., renewals submitted in 2020-21 and 2021-22). Policy adds the requirement that the determination of a charter school's academic progress be based on all the state indicators in the California School Dashboard for which it receives performance levels, provided that the charter school has schoolwide performance levels on at least two measurements of academic performance per year and for at least two student subgroups. Policy also reflects action taken by the State Board of Education (SBE) in November 2020 to approve a list of valid and reliable indicators of academic progress and postsecondary outcomes that may be used to demonstrate a charter school's academic performance.

Board Policy 3110 - Transfer of Funds

Policy updated to reflect **NEW LAW (SB 98, 2020)** which authorizes, for the 2020-21 and 2021-22 fiscal years if the state defers any payments owed to districts, the temporary transfer of up to 85 percent of the maximum amount held in any fund or account for the payment of obligations. Item #4 revised to clarify requirements for transfers from special reserve funds for capital outlay or other purposes into the general fund for general operating purposes of the district.

Board Policy 3230 - Federal Grant Funds

Policy updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (commonly called the "Uniform Guidance"). Policy reflects an amendment to the Uniform Guidance which extends the timeframe for submitting the final performance report from 90 to 120 calendar days after the ending date of the grant.

Administrative Regulation 3230 - Federal Grant Funds

Regulation updated to reflect **NEW FEDERAL REGULATIONS (85 Fed. Reg. 49506)**, effective November 12, 2020, which clarify and renumber requirements for the use and accounting of federal grant funds pursuant to the Uniform Guidance. Regulation reflects amendments to the Uniform Guidance which (1) extend the timeframe for paying all obligations of federal funds from 90 to 120 calendar days after the end of the funding period; (2) require districts to give a preference to the purchase, acquisition, or use of goods, products, or materials from the United States as practicable; and (3) increase the threshold for "micro-purchases" and "small purchases" that qualify for simplified procurement procedures. Regulation also adds the requirement to provide for disciplinary actions to be applied when officers, employees, or representatives of the district violate conflict of interest standards. Section on "Personnel" revised to (1) add the district's responsibility to check employee records and ensure that the charges are accurate, allowable, and properly allocated and (2) clarify the documentation requirements for employees whose salary is paid with state or local funds but is used to meet a cost-sharing or matching requirement of the federal grant.

Administrative Regulation 3311.2 - Lease-Leaseback Contracts

Regulation updated to (1) include the maximum term for the lease-leaseback contract as specified in law, (2) reflect the requirement for site and plan approval prior to entering into an agreement, (3) add optional language for a board resolution declaring the intent to enter into a lease-leaseback contract, and (4) move evaluation criteria into the list of items that must be included in the request for sealed proposals. Regulation also reflects **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements.

Administrative Regulation 3311.3 - Design-Build Contracts

Regulation updated to reflect **NEW LAW (AB 2311, 2020)** which requires districts to include in all bid documents and construction contracts a notice that the project is subject to state "skilled and trained workforce" requirements. Regulation also adds a definition of "skilled and trained workforce," and describes the district's responsibilities if the contractor fails to demonstrate compliance with these requirements.

Administrative Regulation 3320 - Claims and Actions Against the District

Regulation updated to add introductory information explaining the procedures that may be used to file a claim for money or damages against the district depending on the cause of action. Section on "Time Limitations" reorganized and clarified, especially with regard to the time limits for claims related to causes of actions which are excepted from the Government Claims Act, are not governed by any other claim presentation statute or regulation, and are addressed through procedures established by the district. Regulation also reflects **NEW LAW (SB 1473, 2020)** which allows a person to submit a claim, amendment to a claim, or application for a late claim by electronic means, if so authorized by a board resolution, in which case the subsequent notices provided by the district must be sent to the electronic address from which the claim was sent unless the claimant specifies an alternative electronic address for that purpose.

Board Policy 3452 - Student Activity Funds

Policy updated to clarify that the policy does not apply to school-connected organizations that are not composed entirely of students or subject to the board's control and regulation. Section on "Fundraising" adds a reference to policy that addresses online fundraising, and addresses fundraising events that involve the sale of foods and/or beverages. Section on "Management and Reporting of Funds" updated to reflect Governmental Accounting Standards Board (GASB) Statement 84, which provides that, if the district has administrative or direct financial involvement with the student organization's assets, as defined, the student activity fund may be considered a governmental fund subject to specific accounting and financial reporting requirements.

Board Policy 3515.3 - District Police/Security Department (Not Accepted, Not Applicable to BUSD)

Policy updated to reflect **NEW LAW (SB 98, 2020)** which encourages districts to redirect resources currently allocated to district police departments into student support services and professional development on cultural competency and restorative justice. Policy also updates the board's philosophical statement, adds optional language regarding staff training on appropriate contact with district police or security officers, and reflects **NEW LAW (AB 846, 2020)** which requires districts to review the job description that is used in recruitment and hiring and make changes that emphasize community-based policing and collaborative problem solving while de-emphasizing the paramilitary aspects of the job. Section on "Conduct of Officers" revised to prohibit discrimination based on protected characteristics, prohibit district officers from assisting with immigration enforcement at district schools, and reflect requirement for district police departments to adopt policy that provides a minimum standard on the use of force. Policy also reflects the district's eligibility to receive surplus military equipment if the board approves the acquisition of such equipment, and adds a section on "Records" which limits officers' access to or release of student records except when otherwise authorized or required by law.

Administrative Regulation 3515.3 - District Police/Security Department (Not Accepted, Not Applicable to BUSD)

Regulation updated to reflect law which, effective July 1, 2021, extends the requirement to complete a specified course of training to include security officers who work 20 hours per week or less. Regulation also clarifies that the additional training requirements of Penal Code 832 apply to security officers who carry a firearm while performing their duties. Section on "Qualifications of Police Officers" adds the requirement to complete specialized training within two years of the first date of employment. New section on "Use of Force" reflects (1) **NEW LAW (AB 1196, 2020)** which prohibits a law enforcement agency from authorizing the use of carotid restraints or choke holds, and (2) the requirement for district police departments to adopt policy that provide a minimum standard on the use of force that includes specified components and is consistent with guidelines established by the Commission on Peace Officer Standards and Training.

Board Policy 3600 - Consultants

Policy updated to reflect **NEW LAW (AB 2257, 2020)** which recodifies the three-part test established in Dynamex Operations West, Inc. v. Superior Court of Los Angeles to determine whether a person providing services for remuneration should be classified as an employee or an independent contractor, and **NEW LAWS (AB 2257 and AB 323, 2020)** which establish exceptions to the use of the three-part test. Requirement to afford equal opportunity for contracts revised to add ethnicity and reflect **NEW LAW (AB 3364, 2020)** which changes the term "military and veteran status" to "veteran or military status."

Exhibit 4112.9/4212.9/4312.9 - Employee Notifications

Exhibit updated to add employee notifications related to (1) the rights of employees who are victims of crime or abuse; (2) potential exposure to COVID-19 at a district facility; (3) the right and procedure to access the district's injury and illness prevention program; (4) nondiscrimination on the basis of sex and contact information for the district's Title IX Coordinator; and (5) following an investigation of an alleged misconduct of a district police officer, the district's decision to impose discipline.

Administrative Regulation 4161.2/4261.2/4361.2 - Personal Leaves

Regulation updated to reflect **NEW LAW (AB 2992, 2020)** which extends leave for employees who are victims of domestic violence, sexual assault, or stalking to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime. Regulation also reflects provisions of AB 2992 which require districts to inform employees of their rights for such leave and authorize employees, when an unscheduled absence occurs, to submit documentation from a victim advocate or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or an individual acting on the employee's behalf.

Administrative Regulation 4161.8/4261.8/4361.8 - Family Care and Medical Leave

Regulation updated to reflect **NEW LAW (SB 1383, 2020)** which, for purposes of leave under the California Family Rights Act, (1) revises the definition of "child" to include the child of a registered domestic partner; (2) includes an employee's grandparent, grandchild, sibling, and registered domestic partner as persons for whom an employee may take leave for a serious health condition; (3) repeals a provision of law which had limited any leave related to the birth or placement of the child to only one parent if a district employs both parents, thereby requiring the district to grant leave to each employee; (4) eliminates the district's authority to deny reinstatement, upon return from leave, for an employee who is among the highest paid 10 percent of district employees when the employee's absence would cause substantial and grievous economic injury to district operations; and (5) authorizes military family leave to attend to an exigency arising when the employee's registered domestic partner is on active duty or on call to active duty status in the National Guard or Reserves or is a member of the regular Armed Forces on deployment to a foreign country.

Board Policy 6142.8 - Comprehensive Health Education

Policy updated to reflect the 2019 state curriculum framework for health education, including emphasis on the physical, mental, and social well-being of students and integration of health education with other content areas of the district's curriculum. Policy also reflects law which authorizes districts to provide age-appropriate comprehensive sexual health education prior to grade 7, and law which authorizes instruction in grades K-12 in sexual abuse and sexual assault awareness and prevention provided students are allowed to be excused from such instruction with the written request of the parent/guardian.

Administrative Regulation 6142.8 - Comprehensive Health Education

Regulation updated to more directly reflect state content standards for injury prevention and safety and for personal and community health. Regulation also adds a new section on "High School Health Education" for districts that require a course in health education for graduation, which reflects law requiring that the course in health education include instruction in sexual harassment and violence and instruction in performing compression-only cardiopulmonary resuscitation. Section on "Students Excused from Health Instruction" expanded to address excusals from (1) comprehensive sexual health education and HIV prevention education; (2) instruction in sexual abuse and/or sexual assault

awareness and prevention; (3) any exam, survey, or questionnaire which contains questions about the student's or family's personal beliefs or practices in sex, family life, morality, or religion; and (4) anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex.

Board Policy 7210 - Facilities Financing

Policy updated to add state facilities funding from the Leroy F. Greene School Facilities Act as a method of funding facilities and to reflect **NEW LAW (SB 820, 2020)** which requires filing the audit of completed facilities projects with the California State Controller. Policy also adds the requirement to comply with law and board policy regarding debt issuance and management.

CHARTER SCHOOL RENEWAL

The Governing Board believes that the ongoing operation of a charter school should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition thoroughly and in a timely manner**,** consistent with the timelines set out in the Education Code. The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education (SBE) on appeal after initial denial by the Board.

(cf. 0420.4 - Charter School Authorization)
(cf. 0420.41 - Charter School Oversight)
(cf. 0420.43 - Charter School Revocation)
(cf. 0500 - Accountability)

The Board shall deny the renewal petition of any charter school operated as or by a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)

When a charter school, concurrently with its renewal petition, proposes to expand operations to one or more additional sites or grade levels, the charter school shall request a material revision to its charter. The material revision may be made only with the approval of the Board and in accordance with the standards and criteria in Education Code 47605 for material revisions. (Education Code 47607)

The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. (Education Code 47607; 5 CCR 11966.4)

Criteria for Granting or Denying Renewal

Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. However, a charter renewal shall not be denied based on the fiscal impact of the charter school on the district or a finding that the charter school is unlikely to serve the interests of the entire community in which the school is located, as described in Education Code 47605. (Education Code 47607)

The signature requirement for charter authorization petitions is not applicable to petitions for renewal. (Education Code 47607)

CHARTER SCHOOL RENEWAL (continued)

In determining whether to grant a charter renewal, the Board shall review both schoolwide performance and the performance of numerically significant student subgroups on the state and local indicators included in the California School Dashboard, giving greater weight to performance on measurements of academic performance. If the Dashboard indicators are not yet available for the most recently completed academic year before renewal, the Board shall consider verifiable data provided by the charter school related to the Dashboard indicators, such as data from the California Assessment of Student Performance and Progress, or any successor system, for the most recent academic year. The Board shall only consider data from sources adopted by SBE. (Education Code 47607, 47607.2)

Following the Board's review, a renewal of the charter petition may be granted in accordance with a three-tiered system based on school performance, as follows:

1. Renewal of Five to Seven Years

   a. A charter school that is not eligible for technical assistance pursuant to Education Code 47607.3 shall be granted renewal for a period of five to seven years when, for two consecutive years immediately preceding the renewal, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, the charter school achieved either of the following: (Education Code 47607)

      (1) Received the two highest performance levels schoolwide on all the state indicators included in the Dashboard for which the charter school receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years

      (2) For all measurements of academic performance, received performance levels schoolwide that are the same or higher than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups

   b. If the charter school satisfies the above criteria, it shall only be required to update the renewal petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and, as necessary, to reflect the current program offered by the charter school. (Education Code 47607)

2. Renewal of Five Years

CHARTER SCHOOL RENEWAL (continued)

a. A renewal shall be granted for five years if clear and convincing evidence, demonstrated by verified data, shows either of the following: (Education Code 47607.2)

(1) Measurable increases in academic achievement, as defined by at least one year's progress for each year in school

(2) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers

b. For any such charter school, the Board may deny the renewal petition upon making written factual findings that the charter school failed to meet or make sufficient progress toward meeting standards that provide a benefit to students at the school, that the closure of the charter school is in the best interest of students, and that the Board's decision provided greater weight to performance on measurements of academic performance. (Education Code 47607.2)

3. Denial/Two-Year Renewal

a. The Board shall generally not renew a charter if, for two consecutive years immediately preceding the renewal decision, or for two of the three years immediately preceding the renewal for any renewal submitted in the 2020-21 or 2021-22 school year, either of the following applies: (Education Code 47607.2)

(1) The charter school has received the two lowest performance levels schoolwide on all the state indicators included in the Dashboard for which it receives performance levels, provided the charter school has schoolwide performance levels on at least two measurements of academic performance per year in each of the two years

(2) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or lower than the state average and, for a majority of numerically significant student subgroups performing statewide below the state average in each respective year, received performance levels that are lower than the state average, provided that the charter school has performance levels on at least two measurements of academic performance for at least two subgroups

b. However, the Board may grant a two-year renewal to any such charter school if the Board makes written factual findings, setting forth specific facts to support the findings, that: (Education Code 47607.2)

CHARTER SCHOOL RENEWAL (continued)

(1) The charter school is taking meaningful steps to address the underlying cause(s) of low performance, and those steps are reflected, or will be reflected, in a written plan adopted by the governing body of the charter school.

(2) There is clear and convincing evidence, demonstrated by verified data, showing achievement of the criteria specified in item #2a above

In addition to all the grounds stated above for denial of a charter renewal, the Board may deny renewal of a charter upon a finding that the school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors or a finding that the school is not serving all students who wish to attend. When denying a charter renewal for either of these reasons, the Board shall provide the charter school at least 30 days' notice of the alleged violation and a reasonable opportunity to cure the violation, including the submission of a proposed corrective action plan. The Board may deny the renewal for these reasons only upon a finding that either the corrective action proposed by the charter school has been unsuccessful or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. Any finding that a school is not serving all students who wish to attend shall specifically identify the evidence supporting the finding. (Education Code 47607)

A charter school that qualifies for the state's Dashboard Alternative School Status shall not be subject to any of the above criteria. Instead, in determining whether to grant a charter renewal for such a charter school, the Board shall consider, in addition to the charter school's performance on the state and local indicators included in the Dashboard, the charter school's performance on alternative metrics applicable to the charter school based on the student population served. The Board shall meet with the charter school during the first year of the charter school's term to mutually agree to discuss alternative metrics to be considered and shall notify the charter school of the alternative metrics to be used within 30 days of this meeting. The Board may deny a charter renewal only upon making written findings, setting forth specific facts to support the findings, that the closure of the charter school is in the best interest of students. (Education Code 47607)

Timelines for Board Action

Within 60 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school, determine the level of support for the petition, and obtain public input. A petition is deemed received on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. (Education Code 47605)

CHARTER SCHOOL RENEWAL (continued)

The Board shall either grant or deny the charter renewal within 90 days of receiving the petition. The date may be extended by an additional 30 days if both the petitioner and the Board agree to the extension. (Education Code 47605)

At least 15 days before the public hearing at which the Board will grant or deny the charter petition, the Board shall publish all staff recommendations and recommended findings regarding the petition. During the public hearing, petitioners shall have equal time and opportunity to present evidence and testimony to respond to the staff recommendations and findings. (Education Code 47605)

If the Board fails to make a written factual finding when required for denial of the petition pursuant to the section "Criteria for Granting or Denying Renewal" above within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)

The Superintendent or designee shall provide notification to CDE, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board within 30 days of the Board's written factual findings supporting the denial. (Education Code 47605, 47607.5)

School Closure

If a charter is not renewed and the charter school ceases operation, the school closure procedures specified in the charter in accordance with Education Code 47605 and 5 CCR 11962 shall be implemented. (Education Code 47604.32, 47605)

Legal Reference: (see next page)

CHARTER SCHOOL RENEWAL (continued)

Legal Reference:
EDUCATION CODE
47600-47616.7 Charter Schools Act of 1992
52052 Definition of numerically significant student subgroup
56145-56146 Special education services in charter schools
60600-60649 Assessment of academic achievement
CODE OF REGULATIONS, TITLE 5
11962-11962.1 Definitions
11966.4 Submission of charter renewal petition
11966.5 Charter petitions that have not been renewed; submission to county board of education
UNITED STATES CODE, TITLE 20
7223-7225 Charter schools

Management Resources:
CSBA PUBLICATIONS
The Role of the Charter School Authorizer, Online Course
Charter Schools: A Guide for Governance Teams, rev. 2016
WEB SITES
CSBA: http://www.csba.org
California Charter Authorizing Professionals: https://calauthorizers.org
California Charter Schools Association: https://www.ccsa.org
California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/ch
National Association of Charter School Authorizers: https://www.qualitycharters.org
U.S. Department of Education: http://www.ed.gov

TRANSFER OF FUNDS

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)

(cf. 9323.2 - Actions by the Board)

2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

   For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)

3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any

TRANSFER OF FUNDS (continued)

expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

5. Transfer monies between other funds or accounts when authorized by law.

Legal Reference:

EDUCATION CODE
78 Definition, governing board
5200 Districts governed by boards of education
16095 Transfer of district funds to district state school building fund
41010 California School Accounting Manual
41301 Section A state school fund allocation schedule
42125 Designated and unappropriated fund balances
42238-42251 Apportionments to districts, especially:
42238.01-42238.07 Local control funding formula
42600 District budget limitation on expenditure
42601 Transfers between funds to permit payment of obligations at close of year
42603 Temporary Transfer of monies held in any fund or account to another fund; repayment
42603.1 Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22
42840-42843 Special reserve fund
52616.4 Expenditures from adult education fund

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Fiscal Crisis and Management Assistance Team: http://www.fcmat.org

FEDERAL GRANT FUNDS

The Governing Board recognizes the district's responsibility to maintain fiscal integrity and transparency in the use of all funds awarded through federal grants. The district shall comply with all requirements detailed in any grant agreement with an awarding agency and with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in 2 CFR 200.0-200.521 and any stricter state laws and district policy.

Any goods or services purchased with federal funds shall be reasonable in cost and necessary for the proper and efficient performance or administration of the program.

The Superintendent or designee shall ensure that the district's financial management systems and procedures provide for the following: (2 CFR 200.302)

1. Identification in district accounts of each federal award received and expended and the federal program under which it was received

(cf. 3100 - Budget)

2. Accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the reporting requirements of 2 CFR 200.328 and 200.329

(cf. 3460 - Financial Reports and Accountability)

3. Records and supporting documentation that adequately identify the source and application of funds for federally funded activities, including information pertaining to federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest

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

4. Effective control over and accountability for all funds, property, and other assets and assurance that all assets are used solely for authorized purposes

5. Comparison of actual expenditures with budgeted amounts for each federal award

6. Written procedures to implement provisions governing payments as specified in 2 CFR 200.305

7. Written procedures for determining the allowability of costs in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the federal grant award

(cf. 3400 - Management of District Assets/Accounts)

FEDERAL GRANT FUNDS (continued)

The Superintendent or designee shall develop and implement appropriate internal control processes to reasonably assure that transactions are properly executed, recorded, and accounted for so that the district can prepare reliable financial statements and federal reports, maintain accountability over assets, and demonstrate compliance with federal laws, regulations, and conditions of the federal award. (2 CFR 200.61, 200.62, 200.303)

Equipment purchased with federal funds shall be properly inventoried and adequately maintained to safeguard against loss, damage, or theft of the property.

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)
(cf. 3440 - Inventories)
(cf. 3512 - Equipment)

All staff involved in the administration or implementation of programs and activities supported by federal funds shall receive information and training on the allowable use of federal funds, purchasing procedures, and reporting processes commensurate with their duties.

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

The district shall submit financial and performance reports to the awarding agency in accordance with the schedule and indicators required for that federal grant by law and the awarding agency. As required, such reports may include a comparison of actual accomplishments to the objectives of the federal award, the relationship between financial data and performance accomplishments, the reasons that established goals were not met if applicable, cost information to demonstrate cost-effective practices, analysis and explanation of any cost overruns or high unit costs, and other relevant information. The final performance report shall be submitted no later than 120 calendar days after the ending date of the grant. (2 CFR 200.301, 200.328, 200.329)

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

Legal Reference: (see next page)

FEDERAL GRANT FUNDS (continued)

Legal Reference:
EDUCATION CODE
42122-42129 Budget requirements
64001 School plan for student achievement, consolidated application programs
CODE OF FEDERAL REGULATIONS, TITLE 2
180.220 Amount of contract subject to suspension and debarment rules
200.0-200.521 Federal uniform grant guidance, especially:
200.1-200.99 Definitions
200.100-200.113 General provisions
200.317-200.326 Procurement standards
200.327-200.329 Monitoring and reporting
200.333-200.337 Record retention
200.400-200.475 Cost principles
200.500-200.521 Audit requirements
CODE OF FEDERAL REGULATIONS, TITLE 34
76.730-76.731 Records related to federal grant programs
CODE OF FEDERAL REGULATIONS, TITLE 48
2.101 Federal acquisition regulation; definitions

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Department of Education Audit Guide
California School Accounting Manual
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Questions and Answers Regarding 2 CFR Part 200
WEB SITES
California Department of Education: http://www.cde.ca.gov
Education Audit Appeals Panel: http://www.eaap.ca.gov
Office of Management and Budget, Uniform Guidance: https://www.whitehouse.gov/omb
State Controller's Office: http://www.sco.ca.gov
System for Award Management (SAM): http://www.sam.gov/SAM
U.S. Department of Education: http://www.ed.gov
U.S. Government Accountability Office: http://www.gao.gov

FEDERAL GRANT FUNDS

To ensure the lawful expenditure of any federal formula or discretionary grant funds awarded to the district, the Superintendent or designee shall comply with the requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), as contained in 2 CFR 200.0-200.521 and Appendices I-XII.

Allowable Costs

Prior to obligating or spending any federal grant funds, the Superintendent or designee shall determine whether a proposed purchase is an allowable expenditure in accordance with 2 CFR 200.400-200.475 and the terms and conditions of the award. The Superintendent or designee shall also determine whether the expense is a direct or indirect cost as defined in 2 CFR 200.413 and 200.414 and, if the purchase will benefit other programs not included in the grant award, the appropriate share to be allocated to the federal grant.

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall review and approve all transactions involving federal grant funds and shall ensure the proper coding of expenditures consistent with the California School Accounting Manual.

(cf. 3300 - Expenditures and Purchases)
(cf. 3314 - Payment for Goods and Services)

Period of Performance

All obligations of federal funds shall occur on or between the beginning and ending dates of the grant project and shall be paid no later than 120 calendar days after the end of the funding period, unless specifically authorized by the grant award to be carried over beyond the initial term of the grant. (2 CFR 200.77, 200.308, 200.309, 200.344)

Procurement

When procuring goods and services with a federal grant, the Superintendent or designee shall comply with the standards contained in 2 CFR 200.317-200.327 and Appendix II of Part 200, and with any applicable state bidding or procurement law or district policy that is more restrictive.

As appropriate to encourage greater economy and efficiency, the Superintendent or designee shall avoid acquisition of unnecessary or duplicative items, give consideration to consolidating or breaking out procurements, analyze lease versus purchase alternatives, consider entering into an interagency agreement for procurement of common or shared goods and services, and/or use federal excess or surplus property. (2 CFR 200.318)

FEDERAL GRANT FUNDS (continued)

The procurement of goods or services with federal funds shall be conducted in a manner that provides full and open competition in accordance with state laws and district regulations and the following requirements:

1. Any purchase of supplies or services that does not exceed the "micro-purchase" threshold established by the district in accordance with 48 CFR 2.101 may be awarded without soliciting competitive quotes, provided that the district considers the price to be reasonable and maintains written evidence of this reasonableness in the record of all micro-purchases. (2 CFR 200.67, 200.320)

2. For any purchase that exceeds the micro-purchase threshold but is less than the bid limit required by Public Contract Code 20111, the Superintendent or designee shall utilize "small-purchase" procedures that include obtaining price or rate quotes from an adequate number of qualified sources. (2 CFR 200.320)

3. Contracts for goods or services over the bid limits required by Public Contract Code 20111 shall be awarded pursuant to California law and AR 3311 - Bids, unless exempt from bidding under the law.

(cf. 3311 - Bids)

4. If a purchase is exempt from bidding and the district's solicitation is by a request for proposals, the award may be made by either a fixed-price or cost-reimbursement type contract awarded to the entity whose proposal is most advantageous to the program, with price and other factors considered. (2 CFR 200.320)

(cf. 3312 - Contracts)

5. Procurement by noncompetitive proposals (sole sourcing) may be used only when the item is available exclusively from a single source, the need or emergency will not permit a delay resulting from competitive solicitation, the awarding agency expressly authorizes sole sourcing in response to the district's request, and/or competition is determined inadequate after solicitation of a number of sources. (2 CFR 200.320)

6. Time and materials type contracts may be used only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. *Time and materials type contract* means a contract for which the cost is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. (2 CFR 200.318)

FEDERAL GRANT FUNDS (continued)

For any purchase of $25,000 or more, the Superintendent or designee shall verify that any vendor which is used to procure goods or services is not excluded or disqualified by the federal government. (2 CFR 180.220, 200.214)

All solicitations shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall avoid detailed product specifications to the extent possible, but may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. When it is impractical or not economical to make a clear and accurate description of the technical requirements, a brand name or equivalent description may be used to define the performance or other salient requirements of procurement, clearly stating the specific features of the named brand which must be met by offers. In addition, every solicitation shall identify all requirements which the offer must fulfill and any other factors to be used in evaluating bids or proposals. (2 CFR 200.319)

The Superintendent or designee shall maintain sufficient records to document the procurement, including, but not limited to, the rationale for the method of procurement, selection of the contract type, contractor selection or rejection, and the basis for the contract price. (2 CFR 200.318)

The Superintendent or designee shall ensure that all contracts for purchases using federal grant funds contain the applicable contract provisions described in Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. (2 CFR 200.327)

Capital Expenditures

The Superintendent or designee shall obtain prior written approval from the awarding agency before using federal funds to make capital expenditures, including the acquisition of land, facilities, equipment, and intellectual property and expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. (2 CFR 200.313, 200.439)

Conflict of Interest

Governing Board members, district employees, and other district representatives shall not participate in the selection, award, or administration of a contract supported by federal funds if they have a real or apparent conflict of interest, such as when they or a member of their

FEDERAL GRANT FUNDS (continued)

immediate family, their partner, or an organization which employs or is about to employ any of them has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Such persons are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or subcontractors unless the gift is an unsolicited item of nominal value. (2 CFR 200.318)

Employees engaged in the selection, award, and administration of contracts shall also comply with BB 9270 - Conflict of Interest.

(cf. 9270 - Conflict of Interest)

Persons involved in the selection, award, or administration of a contract supported by federal funds shall be subject to discipline for any violation of conflict of interest standards. (2 CFR 200.318)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System))

Cash Management

The Superintendent or designee shall ensure the district's compliance with 2 CFR 200.305 pertaining to payments and cash management, including compliance with applicable methods and procedures that minimize the time elapsing between the transfer of funds to the district and the district's disbursement of funds. (2 CFR 200.305)

When authorized by law, the district may receive advance payments of federal grant funds, limited to the minimum amounts needed and timed in accordance with the actual immediate cash requirements of the district for carrying out the purpose of the program or project. Except under specified conditions, the district shall maintain the advance payments in an interest-bearing account. The district shall remit interest earned on the advanced payment to the awarding agency on an annual basis, but may retain interest amounts specified in 2 CFR 200.305 for administrative expenses. (2 CFR 200.305)

When required by the awarding agency, the district shall instead submit a request for reimbursement of actual expenses incurred. The district may also request reimbursement as an alternative to receiving advance payments. (2 CFR 200.305)

The Superintendent or designee shall maintain source documentation supporting the expenditure of federal funds, such as invoices, time sheets, payroll stubs, or other appropriate documentation.

FEDERAL GRANT FUNDS (continued)

Personnel

All district employees who are paid in full or in part with federal funds shall document the amount of time they spend on grant activities. Such records shall be incorporated into the official records of the district and shall be subject to a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated in accordance with 2 CFR 200.430. (2 CFR 200.430)

Salaries and wages of employees whose salary is paid with state or local funds but are used to meet a cost-sharing or matching requirement of the federal grant shall be documented in the same manner as salaries and wages claimed for reimbursement under a federal grant. (2 CFR 200.430)

Records

Except as otherwise provided in 2 CFR 200.334, or where state law or district policy requires a longer retention period, financial records, supporting documents, statistical records, and all other district records related to a federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for a federal award that is renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. (2 CFR 200.334)

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

Audits

Whenever the district expends $750,000 or more in federal grant funds during a fiscal year, it shall arrange for either a single audit or a program-specific audit in accordance with 2 CFR 200.507 or 200.514. (2 CFR 200.501)

The Superintendent or designee shall ensure that the audit meets the requirements specified in 2 CFR 200.500-200.521.

Specified records pertaining to the audit of federal funds expended by the district shall be transmitted to the clearinghouse designated by the federal Office of Management and Budget and shall be made available for public inspection. Such records shall be transmitted within 30 days after receipt of the auditor's report or within nine months after the end of the audit period, whichever is sooner, unless a longer period is agreed to in advance by the federal agency or a different period is specified in a program-specific audit guide. (2 CFR 200.512)

FEDERAL GRANT FUNDS (continued)

In the event that the audit identifies any deficiency, the Superintendent or designee shall promptly act to either correct the identified deficiency, produce recommended improvements, or demonstrate that the audit finding is invalid or does not warrant action. (2 CFR 200.26, 200.508, 200.511)

LEASE-LEASEBACK CONTRACTS

The district may lease currently owned district property to any person, firm, or corporation for a minimum of $1 per year for a term not to exceed 99 years, as long as the lease requires the person, firm, or corporation to construct a building or buildings on the property for the district's use during the lease and the property and building(s) will vest in the district at the expiration of the lease ("lease-leaseback"). (Education Code 17403, 17406)

(cf. 3280 - Sale or Lease of District-Owned Real Property)
(cf. 3312 - Contracts)

Before the district enters into such a lease or agreement, it shall have available a site upon which a building may be constructed for use by the district, shall have complied with requirements related to the selection and approval of sites, and shall have prepared and adopted plans and specifications for the building that have been approved in accordance with Education Code 17280-17316. (Education Code 17402)

(cf. 7150 - Site Selection and Development)

Procedures for Awarding the Contract

The district's intent to enter into a lease-leaseback contract may be described in a resolution adopted by the Governing Board which includes, but is not be limited to, a description of the available site and the building to be constructed, the amount and term of the lease, and where to obtain information about the procedures for submitting a proposal.

Any lease-leaseback contract shall be awarded through a competitive "best value" procurement process whereby a person, firm, or corporation is selected on the basis of objective criteria for evaluating the qualifications of proposers, with the resulting selection representing the best combination of price and qualifications. (Education Code 17400, 17406)

To make this determination, the district shall use the following procedures: (Education Code 17406; Public Contract Code 2600)

1. **Request for Sealed Proposals:** The Superintendent or designee shall prepare a request for sealed proposals which shall include:

   a. An estimate of the project's price

   b. A clear, precise description of any preconstruction services that may be required and the facilities to be constructed

   c. The key elements of the contract to be awarded

   d. A description of the format that proposals shall follow and the elements they shall contain

LEASE-LEASEBACK CONTRACTS (continued)

e. The standards the district will use in evaluating proposals and the qualifications of the proposers, including:

(1) Relevant experience

(2) Safety record

(3) Price proposal, including, at the district's discretion, either a lump-sum price for the contract to be awarded or the proposer's proposed fee to perform the services requested, including the proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the district

(4) Whether each criterion will be evaluated on a pass-fail basis or will be scored as part of the "best value" score, and whether proposers must achieve any minimum qualification score for award of the contract

(5) For each scored criterion, the methodology and rating or weighting system that will be used by the district in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score

(6) Other factors established by the district

f. The date on which proposals are due

g. The timetable the district will follow in reviewing and evaluating proposals

h. A statement that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

2. **Notice:** At least 10 days before the date for receipt of the proposals, the Superintendent or designee shall give notice of the request for sealed proposals using both of the following methods:

a. Providing notice at least once a week for two weeks in a local newspaper of general circulation pursuant to Public Contract Code 20112

b. Providing notice in a trade paper of general circulation published in the county where the project is located

The Superintendent or designee also may post the notice on the district's web site or through an electronic portal.

LEASE-LEASEBACK CONTRACTS (continued)

3. **Prequalification:** A proposer shall be prequalified in accordance with Public Contract Code 20111.6(b)-(m) in order to submit a proposal. Any electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements.

(cf. 3311 - Bids)

4. **Evaluation of Proposals:** All proposals received shall be reviewed to determine whether they meet the format requirements and the standards specified in the request for sealed proposals. The district shall evaluate the qualifications of the proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the district.

5. **Award of Contract:** The award of the contract shall be made by the Board to the responsive proposer whose proposal is determined, in writing by the Board, to be the best value to the district.

   If the selected proposer refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the second highest best value score, if deemed in the best interest of the district. If that proposer then refuses or fails to execute the tendered contract, the Board may award the contract to the proposer with the third highest best value score.

   Upon issuance of a contract award, the district shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the contract award and the contract file shall provide sufficient information to satisfy an external audit.

6. **Rejection of Proposals:** At its discretion, the Board may reject all proposals and request new proposals.

Any lease-leaseback agreement shall be reviewed by the district's legal counsel to ensure that all required terms, including a lease term that provides for the district's occupancy of the building or improved property during the lease and an appropriate financing component, are included in the agreement.

Skilled and Trained Workforce

Prior to entering into a lease-leaseback agreement, the Superintendent or designee shall have on file the contractor's enforceable commitment that the contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or

LEASE-LEASEBACK CONTRACTS (continued)

contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17407.5; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

(cf. 9124 - Attorney)

Legal Reference: (see next page)

LEASE-LEASEBACK CONTRACTS (continued)

Legal Reference:

EDUCATION CODE
17280-17316 Construction of school buildings; approvals
17400-17429 Leasing property, especially:
17400 Definitions
17403 Term of lease or agreement
17406 Lease-leaseback contract
17407.5 Use of a skilled and trained workforce
PUBLIC CONTRACT CODE
2600-2603 Skilled and trained workforce requirements
20111.6 Prequalification procedures
20112 Notices
COURT DECISIONS
McGee v. Balfour Beatty Construction, LLC, et al. (2016) 247 Cal. App. 4th 235
Davis v. Fresno Unified School District, (2015) 237 Cal.App.4th 261

Management Resources:

WEB SITES
CSBA: http:// www.csba.org
California Association of School Business Officials: http://www.casbo.org

DESIGN-BUILD CONTRACTS

The Governing Board may approve a contract with a single entity for both design and construction of any school facility in excess of $1,000,000, awarding the contract to either the low bid or the best value as determined by evaluation of objective criteria. (Education Code 17250.20)

(cf. 3311 - Bids)
(cf. 3312 - Contracts)
(cf. 7110 - Facilities Master Plan)
(cf. 7140 - Architectural and Engineering Services)

Design-build documents shall not include provisions for long-term project operations, but may include operations during a training or transition period. (Education Code 17250.25)

Procedures for Awarding the Contract

The procurement process for design-build projects shall be as follows: (Education Code 17250.25, 17250.35; Public Contract Code 2600)

1. **Performance Specifications:** The district shall prepare a set of documents setting forth the scope and estimated price of the project. The documents may include, but are not limited to:

   a. The size, type, and desired design character of the project

   b. Performance specifications that cover the quality of materials, equipment, and workmanship

   c. Preliminary plans or building layouts

   d. Any other information deemed necessary to describe adequately the district's needs

   The performance specifications and any plans shall be prepared by a design professional who is duly licensed and registered in California.

2. **Prequalification:** The district shall prepare and issue a request for qualifications in order to prequalify, or develop a short list of, the design-build entities whose proposals shall be evaluated for final selection. The request for qualifications shall include, but is not limited to, all of the following elements:

   a. Identification of the basic scope and needs of the project or contract, the expected cost range, the methodology that will be used by the district to evaluate proposals, the procedure for final selection of the design-build entity, and any other information deemed necessary by the district to inform interested parties of the contracting opportunity

DESIGN-BUILD CONTRACTS (continued)

b. Significant factors that the district reasonably expects to consider in evaluating qualifications, including technical design and construction expertise, acceptable safety record, and all other non-price-related factors

c. A standard template request for statements of qualifications prepared by the district, which shall contain all of the information required pursuant to Education Code 17250.25

d. A notice that the project is subject to the skilled and trained workforce requirements specified in Public Contract Code 2600-2603

The district also may identify specific types of subcontractors that must be included in the statement of qualifications and proposal.

3. **Request for Proposals:** The district shall prepare a request for proposals (RFP) that invites prequalified or short-listed entities to submit competitive sealed proposals in a manner prescribed by the district. The RFP shall include the information identified in items #2a, 2b, and 2d above and the relative importance or weight assigned to each of the factors. If the district uses a best value selection method for a project, the district may reserve the right to request proposal revisions and hold discussions and negotiations with responsive proposers, in which case the district shall so specify in the request for proposals and shall publish separately or incorporate into the request for proposals applicable procedures to be observed by the district to ensure that any discussions or negotiations are conducted in good faith.

4. **Selection Based on Low Bid:** For those projects utilizing low bid as the final selection method, the bidding process shall result in lump-sum bids by the prequalified or short-listed design-build entities, and the contract shall be awarded to the lowest responsible bidder.

5. **Selection Based on Best Value:** For those projects utilizing best value as a selection method, the following procedures shall be used:

a. Competitive proposals shall be evaluated using only the criteria and selection procedures specifically identified in the request for proposals. Criteria shall be weighted as deemed appropriate by the district and shall, at a minimum, include price, unless a stipulated sum is specified; technical design and construction experience; and life-cycle costs over 15 or more years.

b. Following any discussions or negotiations with responsive proposers and completion of the evaluation process, the responsive proposers shall be ranked on a determination of value provided, provided that no more than three proposers are required to be ranked.

DESIGN-BUILD CONTRACTS (continued)

c. The contract shall be awarded to the responsible entity whose proposal is determined by the district to have offered the best value to the public.

d. The district shall publicly announce the contract award, identifying the entity to which the award is made and the basis of the award. This statement and the contract file shall provide sufficient information to satisfy an external audit.

Skilled and Trained Workforce

A design-build entity shall not be prequalified or short-listed unless the entity provides an enforceable commitment to the district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades. The entity may demonstrate such commitment through a project labor agreement, by becoming a party to the district's project labor agreement, or through an agreement with the district to provide evidence of compliance on a monthly basis during the performance of the project or contract. (Education Code 17250.25; Public Contract Code 2602)

Skilled and trained workforce means that all the workers performing the work are either skilled journeypersons or apprentices registered in a state-approved apprenticeship program. At least 60 percent of the skilled journeypersons employed to perform the work shall be graduates of an apprenticeship program for the applicable occupation or at least 60 percent of the hours worked by skilled journeypersons shall be performed by graduates of an apprenticeship program, with the exception of certain occupations specified in Public Contract Code 2601 which are subject to a 30 percent threshold. (Public Contract Code 2601)

If the contractor fails to provide the monthly report demonstrating compliance with the skilled and trained workforce requirements or provides an incomplete report, the district shall withhold further payments until a complete report is provided. If a report does not demonstrate compliance with the skilled and trained workforce requirements, the district shall withhold further payments until the contractor provides a sufficient plan to achieve substantial compliance with respect to the relevant apprenticeable occupation, prior to completion of the contract or project. In addition, the district shall forward to the Labor Commissioner a copy of the monthly report, any plan to achieve compliance, and the district's response to that plan. (Public Contract Code 2602)

Legal Reference: (see next page)

DESIGN-BUILD CONTRACTS (continued)

Legal Reference:
EDUCATION CODE
17250.10-17250.55 Design-build contracts
PUBLIC CONTRACT CODE
2600-2603 Skilled and trained workforce requirements

Management Resources:
WEB SITES
CSBA: http:// www.csba.org
California Association of School Business Officials: http://www.casbo.org
California Department of Education, Facilities: http://www.cde.ca.gov/ls/fa

CLAIMS AND ACTIONS AGAINST THE DISTRICT

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the district:

1. Claims relating to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the Board not later than six months after the accrual of the cause of action. (Government Code 911.2)

2. Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)

3. Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another ~~a~~ statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

4. Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. (Government Code 911.2, 935)

Receipt of Claims

A claim–shall be deemed presented and received when delivered to the district office or deposited in a post office, mailbox, sub-post office, substation, mail chute, or other similar

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant

2. The post office address to which the person presenting the claim desires notices to be sent

3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted

4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim

5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known

6. The amount claimed if it totals less than $10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds $10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of $25,000 or less.

7. The signature of the claimant or the person acting on the claimant's behalf

Notice of Claim Insufficiency

If a claim is found insufficient or not to satisfy the form requirements under Government Code 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

The Board shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendment to Claims

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4, 915, 915.2)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.

2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.

4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4. (Government Code 911.8, 915.4)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claims

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The Board may act on the claim in one of the following ways: (Government Code 912.4, 912.6)

1. If the Board finds that the claim is not a proper charge against the district, the claim shall be rejected.

2. If the Board finds that the claim is a proper charge against the district and is for an amount justly due, the claim shall be allowed.

3. If the Board finds that the claim is a proper charge against the district but is for an amount greater than is justly due, the Board shall either reject the claim or allow it in the amount justly due and reject it as to the balance.

4. If legal liability of the district or the amount justly due is disputed, the Board may reject or compromise the claim.

5. If the Board takes no action on the claim, the claim shall be deemed rejected.

CLAIMS AND ACTIONS AGAINST THE DISTRICT (continued)

If the Board allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the Board may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Board or its designee shall transmit to the claimant written notice of action taken or of inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall be provided in the manner specified in Government Code 915.4. (Government Code 913, 915.4)

STUDENT ACTIVITY FUNDS

The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities while helping students learn about effective financial practices and develop leadership and management skills. To that end, the Board may approve the formation of associated student body organizations which are composed entirely of students, operate under the oversight of the principal or other district-employed advisor, and are subject to the control and regulation of the Board. Student organizations may raise and spend funds to support activities that promote the general welfare, morale, and educational experiences of the student body.

(cf. 1230 - School Connected Organizations)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.5 - Student Organizations and Equal Access)

Fundraising

At the beginning of each school year, each principal or designee shall submit to the Superintendent or designee a list of the fundraising events that each student organization proposes to hold that year. The Superintendent or designee shall review the proposed events and determine whether the events contribute to the educational experience and do not conflict with or detract from the school's educational program. When reviewing proposed events, the Superintendent or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the district, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3530 - Risk Management/Insurance)
(cf. 5030 - Student Wellness)
(cf. 5142 - Safety)
(cf. 5143 - Insurance)

Fundraising events that involve the sale of food and/or beverages shall comply with applicable state and/or federal nutrition standards and BP/AR 3554 - Other Food Sales. If the fundraising event involves the sale of noncompliant food and/or beverages, it shall not take place from midnight until at least one-half hour after the end of the school day, or not be conducted on school premises.

(cf. 3554 - Other Food Sales)

Management and Reporting of Funds

Student body funds shall be managed in accordance with law, regulations, Board policies, and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

STUDENT ACTIVITY FUNDS (continued)

The Superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of fundraising ventures, provide reliable financial information, protect employees and volunteers from accusations of impropriety, and reduce the risk and promote the detection of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

(cf. 3400 - Management of District Assets/Accounts)

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The Superintendent or designee shall monitor the budget and periodically review the organization's use of funds to ensure compliance with the district's internal control procedures.

Funds derived from the student body shall be expended according to procedures established by the student organization. All expenditures must be approved by a Board-designated employee or official, the certificated employee who is the designated student organization advisor, and a student organization representative. (Education Code 48933)

When student body funds are expended for equipment, supplies, or activities that support the district's athletic program, the Superintendent or designee shall ensure that the expenditures are aligned with the district's commitment to provide equitable opportunities for males and females.

(cf. 6145.2 - Athletic Competition)

Because of the district's administrative and/or direct financial involvement in the assets of the student organization, the student activity fund shall be reported within the district's fund in accordance with Governmental Accounting Standards Board Statement 84.

The Board shall provide an annual audit of student organization accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from district funds. (Education Code 41020)

(cf. 3460 - Financial Reports and Accountability)

Accounts of Auxiliary Organizations and Foundations

Because demands on the educational system exceed the available public funding, the Board recognizes that members of the community are often willing to make voluntary contributions

through independent auxiliary organizations and foundations that actively raise funds that will enhance educational opportunities for students. These include district recognized organizations whose purposes include, but are not limited to, providing additional resources; sustaining arts; supporting athletics/sports; choral and/or instrumental music programs; enhancing technology; providing graduating students with scholarships and/or loans; supporting outdoor education and science camps; and developing programs that meet new educational needs.

The Board encourages such voluntary support by the community. To ensure the proper relationship between these organizations and school staff:

1. No district employee shall be a signatory on any account maintained by an auxiliary organization or foundation.

2. As a condition of allowing such organizations to communicate with parents/guardians through students or at school facilities, or otherwise to use the resources of the district, the bylaws of each organization must allow for any member of the public to inspect the financial records of the organization upon request, the organization must attest in writing to the Superintendent annually that the bylaws of the organization so provide, and the organization must in fact be in compliance with this provision of its bylaws.

3. Any involvement of district employees in meetings and activities related to such organizations shall be outside the employee's regular work hours with the exception of those whose specific job responsibilities provide for such involvement.

4. This policy does not apply to Associate Student Body (ASB), or Parent Teacher Association (PTA) and Parent Teacher Student Association (PTSA) accounts.

5. Faculty and other employee only social accounts that do not solicit or accept funds from students, parents/guardians and/or community members are exempt from this policy.

Legal Reference: (see next page)

STUDENT ACTIVITY FUNDS (continued)

Legal Reference:

EDUCATION CODE
35182.5 Non-nutritious foods and beverages, vending machines
35564 Funds, obligations of the student body
41020 Requirement for annual audit
48930-48938 Student body organization
49431 Sale of food, elementary school
49431.2 Sale of food, middle and high schools
49431.5 Sale of beverages, elementary, middle, and high schools
51520 School premise, prohibited solicitations
51521 Fundraising projects
CODE OF REGULATIONS, TITLE 5
4922 Nondiscrimination in intramural, interscholastic, and club activities
15500 Food sales, elementary schools
15501 Food sales, ~~middle~~ high schools and junior high schools
CODE OF FEDERAL REGULATIONS, TITLE 34
106.41 Nondiscrimination in athletic programs
COURT DECISIONS
Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT AND ASSISTANCE TEAM PUBLICATIONS
Fiscal Alert: GASB 84 and Its Impact on Associated Student Body Accounts, May 2020
Associated Student Body Accounting Manual, Fraud Prevention Guide and Desk Reference, 2015
GOVERNMENTAL ACCOUNTING STANDARDS BOARD PUBLICATIONS
Implementation Guide No. 2019-2, Fiduciary Activities, June 2019
Statement No. 84, January 2017
WEB SITES
California Department of Education: http://www.cde.ca.gov
Fiscal Crisis Management and Assistance Team: http://www.fcmat.org
Governmental Accounting Standards Board: www.gasb.org

~~DISTRICT POLICE/SECURITY DEPARTMENT~~ Does Not Apply to BUSD

~~To help protect the safety of district students and staff and the security of district property, the Governing Board shall maintain a district police or security department. The Board commits to providing a positive school climate, mental health services, other student support services, and restorative justice practices to resolve conflicts and reduce law enforcement interactions with students.~~

~~*(cf. 0450 - Comprehensive Safety Plan)*~~
~~*(cf. 1250 - Visitors/Outsiders)*~~
~~*(cf. 3515 - Campus Security)*~~
~~*(cf. 3515.2 - Disruptions)*~~
~~*(cf. 3515.5 - Sex Offender Notification)*~~
~~*(cf. 3516.2 - Bomb Threats)*~~
~~*(cf. 5131.4 - Student Disturbances)*~~
~~*(cf. 5131.5 - Vandalism and Graffiti)*~~
~~*(cf. 5131.6 - Alcohol and Other Drugs)*~~
~~*(cf. 5131.7 - Weapons and Dangerous Instruments)*~~
~~*(cf. 5136 - Gangs)*~~
~~*(cf. 5141.5 - Mental Health)*~~
~~*(cf. 5142.1 - Identification and Reporting of Missing Children)*~~
~~*(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)*~~
~~*(cf. 5145.12 - Search and Seizure)*~~

~~The Superintendent or designee shall provide training to staff regarding the role of district police or security officers and the appropriate circumstances for contacting such officers.~~

~~Duties of district police or security officers shall be delineated in a job description developed by the Superintendent or designee. Such duties shall focus on collaborative problem solving and, when circumstances warrant intervention with students, the use of positive and restorative approaches in accordance with Penal Code 1365. Job duties shall not include the handling of routine student disciplinary matters.~~

~~*(cf. 4158/4258/4358 - Employee Security)*~~
~~*(cf. 4200 - Classified Personnel)*~~
~~*(cf. 5144 - Discipline)*~~
~~*(cf. 5144.1 - Suspension and Expulsion/Due Process)*~~

~~**OPTION 1: (Security Department)**~~

~~Persons employed or assigned as school security officers shall serve as watchpersons, security guards, or patrolpersons on or about district premises to protect persons or property, prevent the theft or unlawful taking of district property, or report unlawful activity to the district and local law enforcement agencies. (Education Code 38001.5)~~

~~When district security officers are unable to perform their duties because of an emergency, including, but not be limited to, war, epidemic, fire, flood, or work stoppage, or when the emergency necessitates additional security services, the Board may contract with a private~~

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

licensed security agency. In such cases, the Board shall make a specific finding that an emergency exists and shall include this finding in the Board minutes. (Education Code 38005)

OPTION 2: (Police Department)

Persons employed as members of the district police department, when appointed and duly sworn, are peace officers for the purposes of carrying out their duties pursuant to Penal Code 830.32. (Education Code 38001)

The district's police department may be supplemented by a school police reserve officer corps, which may include unpaid volunteer reserve police officers. For the duration of their specific assignment, school police reserve officers shall have the same powers and duties as other school police officers. (Education Code 35021.5; Penal Code 830.6)

(cf. 1240 - Volunteer Assistance)

Conduct of Officers

The Board expects district police or security officers to cooperate and regularly communicate with local law enforcement agencies, and to work collaboratively with other district staff and community members to develop long-term, proactive approaches that address the conditions affecting school safety.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

District police or security officers shall conduct themselves in ways that promote goodwill and cooperation on the part of students, district staff, and the general public. District police or security officers shall not discriminate against or treat any person differently on the basis race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

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

District police or security officers shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members or provide assistance with immigration enforcement at district schools, except as may be required by state and/or federal law. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Whenever possible, district police or security officers shall use tactics such as de-escalation techniques to mitigate the use of force. The district police department shall maintain and make accessible to the public a policy on the use of force in accordance with Government Code 7286 and consistent with district policy and administrative regulation. Officers shall periodically receive training regarding applicable district policies and the guidelines from the Commission on Peace Officer Standards and Training.

Equipment

OPTION 1: The Board authorizes district police or security officers to carry firearms in accordance with law, Board policy, and administrative regulations.

(cf. 3515.7 - Firearms on School Grounds)

OPTION 2: District police or security officers shall not carry firearms.

The district police department shall be eligible to receive surplus military equipment pursuant to 10 USC 2576a only if, at a regularly scheduled public Board meeting, the Board approves the acquisition of such equipment after providing parents/guardians and members of the public an opportunity to comment on the proposed acquisition. The Board shall provide a detailed description of the function and purpose of the surplus military equipment, identify safe and secure storage for the equipment, and ensure that district police officers have adequate training in the safe use and handling of the equipment to be received. (Education Code 38004.5)

Records

District police or security officers shall not have access to student records, nor release student information to another person, agency, or organization, without written permission from the parent/guardian or adult student, unless specifically allowed or required by state or federal law. (Education Code 49076; 34 CFR 99.1)

(cf. 5125 - Student Records)

Records created and maintained by the district police or security department for a law enforcement purpose are not considered disclosable student records under the Family Educational Rights and Privacy Act. (34 CFR 99.3)

Legal Reference: (see next page)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Legal Reference:

EDUCATION CODE
234.7 Student protections relating to immigration and citizenship status
35021.5 School police reserve corps
38000-38005 Security and police departments
39672 School peace officers, fingerprinting
45122.1 Classified employees, conviction of a violent or serious felony
45133.5 School police department, work schedule
49076 Student records
49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion
BUSINESS AND PROFESSIONS CODE
7583-7583.46 Private patrol operators
FAMILY CODE
6240-6274 Emergency protective orders
GOVERNMENT CODE
3300-3312 Public safety officers, rights and protections
7286-7286.5 Law enforcement use of force policies
8597-8598 Peace officers
12525.2 Reports of incidents involving peace officers
PENAL CODE
290.45 Sex offenders, authority of peace officers
626.9 Gun Free School Zone Act
646.91 Emergency protective order for stalking
830-832.9 Peace officers, especially:
830.32 School district and community college police
830.6 Reserve police officers, powers and duties
832 Course of training prescribed by Commission on Peace Officer Standards and Training
832.2 School peace officers; training
832.7 Disclosure of personnel files in criminal or civil proceedings
832.15-832.16 Notice of prohibition against possession of firearm
836 Peace officers; warrants
12028.5 Taking custody of weapons
13510-13519.10 Standards for recruitment and training
13651 Peace officers, job descriptions
13700-13702 Response to domestic violence
WELFARE AND INSTITUTIONS CODE
707 List of crimes
828-828.1 Disclosure of information re minors by law enforcement agency
UNITED STATES CODE, TITLE 10
2576a Surplus military equipment
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
COURT DECISIONS
San Diego Police Officers Association et al. v. City of San Diego Civil Service Commission et al., (2002) 104 Cal.App.4th 275

Management Resources: (see next page)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Management Resources:

COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING PUBLICATIONS
POST Use of Force Standards and Guidelines, November 2020
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Guiding Principles: A Resource Guide for Improving School Climate and Discipline, 2014
WEB SITES
California Attorney General's Office: http://www.oag.ca.gov
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss
Commission on Peace Officer Standards and Training: http://www.post.ca.gov

~~**DISTRICT POLICE/SECURITY DEPARTMENT**~~ **Does Not Apply to BUSD**

~~To be employed as district police or security officers, persons shall meet all the requirements for classified personnel in addition to specialized requirements as described below.~~

~~*(cf. 4112.4/4212.4/4312.4 - Health Examinations)*~~
~~*(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)*~~
~~*(cf. 4211 - Recruitment and Selection)*~~
~~*(cf. 4212 - Appointment and Conditions of Employment)*~~
~~*(cf. 4215 - Evaluation/Supervision)*~~

~~**Chief of Police/Chief of Security**~~

~~The district police or security department shall be supervised by a chief of police or chief of security designated by the Superintendent and working under the Superintendent's direction. (Education Code 38000)~~

~~Qualifications for the position of police or security chief include, but are not limited to, prior employment as a peace officer or completion of a peace officer training course approved by the Commission on Peace Officer Standards and Training (POST). The police or security chief shall comply with this requirement within one year of initial employment in this position by the district. (Education Code 38000)~~

~~**Qualifications of Security Officers**~~

~~A person employed as a school security officer shall: (Education Code 38001.5)~~

~~1. Under the conditions described in Education Code 38001.5, submit fingerprints to the district on forms or electronically, as prescribed by the Department of Justice~~

~~2. Be determined to be a person not prohibited from employment by a school district pursuant to Education Code 44237 or 45122.1~~

~~*(cf. 3515.6 - Criminal Background Checks for Contractors)*~~
~~*(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)*~~
~~*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*~~

~~3. Be determined by the Department of Justice to be a person who is not prohibited from possessing a firearm~~

~~The district shall provide each school security officer, during the employee's regular working hours, a course of training developed by the Bureau of Security and Investigative Services of the Department of Consumer Affairs in consultation with POST. (Education Code 38001.5)~~

~~School security officers who carry a firearm while performing their duties shall additionally satisfy the training requirements of Penal Code 832. (Education Code 38001.5)~~

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Qualifications of Police Officers

Before exercising the powers of a peace officer, district police officers shall satisfactorily complete an introductory course of training prescribed by POST and shall pass the POST examination. (Penal Code 832, 832.3)

A person who has passed this examination more than three years before being employed as a peace officer, or has a break in service of three or more years, shall be required to pass the examination before beginning duties as a district police officer, unless exempted pursuant to Penal Code 832. (Penal Code 832)

Within a reasonable time but not to exceed two years of the date of first employment, police officers shall complete supplementary specialized training approved by POST on the unique safety needs of a school environment. (Penal Code 832.3)

The Superintendent or designee may provide district police officers with additional training in other public safety skills, including but not limited to first aid, rescue, cardiopulmonary resuscitation, emergency medical technician training, juvenile procedures and specialized safety equipment. (Education Code 38002)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4231 - Staff Development)
(cf. 5141 - Health Care and Emergencies)

School police reserve officers shall complete a course of training directly related to the role of school police reserve officers as prescribed in Penal Code 832.2. (Education Code 35021.5)

Equipment

Each district police or security officer shall wear a badge bearing the name of the district, carry an identification card bearing a photograph and signature and the signature of the Superintendent, and carry any other identification data required by local law enforcement agencies. (Education Code 38003)

The district shall bear the cost of all required uniforms, equipment, identification badges, and cards. (Education Code 38003)

The district may provide and maintain motor vehicles for use by police or security department staff. When operated by a district officer in the performance of the officer's duties, any vehicle is an authorized emergency vehicle and may be equipped and operated as such, as provided by the Vehicle Code. (Education Code 38004)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

Use of Force

District police or security officers shall not use a carotid restraint or choke hold involving the application of pressure to a person's neck, trachea, or windpipe. (Government Code 7286.5)

The district police department shall maintain a policy, consistent with guidelines provided by POST, that provides a minimum standard on the use of force and includes all of the following: (Government Code 7286; Penal Code 13519.10)

1. A requirement that officers utilize de-escalation techniques, crisis intervention tactics, and other alternatives to force when feasible

2. A requirement that officers only use a level of force that they reasonably believe is proportional to the seriousness of the suspected offense or the reasonably perceived level of actual or threatened resistance

3. A requirement that officers report potential excessive force to a superior officer when present and observing another officer using force that the officer believes to be beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances based upon the totality of information actually known to the officer

4. Clear and specific guidelines regarding situations in which officers may or may not draw a firearm or point a firearm at a person

5. A requirement that officers consider their surroundings and potential risks to bystanders, to the extent reasonable under the circumstances, before discharging a firearm

6. Procedures for disclosing public records in accordance with Penal Code 832.7

7. Procedures for the filing, investigation, and reporting of citizen complaints regarding use of force incidents

8. A requirement that an officer intercede when present and observing another officer using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances, taking into account the possibility that other officers may have additional information regarding the threat posed

9. Comprehensive and specific guidelines regarding approved methods and devices available for the application of force

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

10. An explicitly stated requirement that officers carry out duties, including use of force, in a manner that is fair and unbiased

11. Comprehensive and specific guidelines for the application of deadly force

12. Comprehensive and detailed requirements for prompt internal reporting and notification regarding a use of force incident, including reporting use of force incidents to the Department of Justice in compliance with Government Code 12525.2

13. The role of supervisors in the review of use of force applications

14. A requirement that officers promptly provide, if properly trained, or otherwise promptly procure medical assistance for persons injured in a use of force incident, when reasonable and safe to do so

15. Training standards and requirements relating to demonstrated knowledge and understanding of the district's use of force policy by officers, investigators, and supervisors

16. Training and guidelines regarding vulnerable populations, including, but not limited to, children, elderly persons, people who are pregnant, and people with physical, mental, and developmental disabilities

17. Comprehensive and specific guidelines under which the discharge of a firearm at or from a moving vehicle may or may not be permitted

18. Factors for evaluating and reviewing all use of force incidents

19. Minimum training and course titles required to meet the objectives in the use of force policy

20. A requirement for the regular review and updating of the policy to reflect developing practices and procedures

The district prohibits retaliation against an officer or other district employee who reports a suspected violation of this policy by another officer.

Personnel Files

Before any record containing an adverse comment is placed in a district police officer's personnel file, the employee shall read and sign the record indicating awareness of the comment. The officer shall have 30 days to file a written response, which shall be attached to the adverse comment. (Government Code 3305-3306)

DISTRICT POLICE/SECURITY DEPARTMENT (continued)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

A police officer may inspect the personnel file during usual business hours with no loss of compensation. If the officer believes that any portion of the material is mistakenly or unlawfully placed in the file, the officer may request, in writing, that the mistaken or unlawful portion be corrected or deleted and shall describe the reasons supporting those corrections or deletions. Within 30 days of the request, the Superintendent or designee shall either grant the officer's request or notify the officer of the decision to refuse to grant the request. The Superintendent or designee shall state in writing the reasons for refusing any request. (Government Code 3306.5)

Disciplinary Action

Any investigation of a district police officer that could lead to punitive action shall be conducted in accordance with Government Code 3303-3304.

If the Superintendent or designee decides to impose discipline following investigation and any predisciplinary response or procedure, the police officer shall be notified in writing within 30 days of the decision, including the date that the discipline shall be imposed. (Government Code 3304)

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

Any appeal by a police officer shall be conducted in accordance with Board policy and administrative regulation. (Government Code 3304.5)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

CONSULTANTS

The Governing Board authorizes the use of consultants and other independent contractors to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by district staff because of limitations of time, experience, or knowledge. Individuals, firms, or organizations employed as independent contractors may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

(cf. 3551 - Food Service Operations/Cafeteria Fund)

As part of the contract process, the Superintendent or designee shall determine that the individual, firm, or organization is properly classified as an independent contractor.

A person providing labor or services for remuneration shall be considered an employee rather than an independent contractor unless the district is able to demonstrate that all of the following conditions have been met: (Labor Code 2775)

1. The person is free from the control and direction of the district in connection with the performance of the work.

2. The person is performing work that is outside the usual course of the district providing educational services.

3. The person is customarily engaged in an independently established trade, occupation, or business of the same nature as the work to be performed.

The determination of whether an individual acting as a sole proprietor or a firm or other business organization is an independent contractor shall be made in accordance with Labor Code 2775-2785, as applicable.

All consultant contracts shall be brought to the Board for approval.

(cf. 3311 - Bids)
(cf. 3312 - Contracts)
(cf. 4132/4232/4332 - Publication or Creation of Materials)

All qualified independent contractors shall be accorded equal opportunity for contracts regardless of actual or perceived race, ethnicity, color, national origin, ancestry, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran or military status, sex, sexual orientation, gender, gender identity, gender expression, immigration status, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 220; Government Code 12940)

CONSULTANTS (continued)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 4030 - Nondiscrimination in Employment)

Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302)

(cf. 9270 - Conflict of Interest)

When employees of a public university, county office of education, or other public agency serve as consultants or independent contractors in other capacities for the district, they shall certify as part of the agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for the district.

The Board prohibits the harassment of an independent contractor by any district employee or by any other person with whom the independent contractor comes in contact during the course of employment with the district. Additionally, the Board prohibits the harassment of a district employee by an independent contractor. Any complaint of harassment shall be investigated and resolved in accordance with applicable district complaint procedures. (Government Code 12940)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures)

Legal Reference: (see next page)

CONSULTANTS (continued)

Legal Reference:

EDUCATION CODE
220 Prohibition of discrimination
10400-10407 Cooperative improvement programs
17596 Limit on continuing contracts
35010 Control of districts; prescription and enforcement of rules
35172 Promotional activities
35204 Contract with attorney
44925 Part-time readers employed as independent contractors
45103 Classified service in districts not incorporating the merit system
45103.5 Contracts for food service consulting services
45134-45135 Employment of retired classified employee
45256 Merit system districts; classified service; positions established for professional experts on a temporary basis
GOVERNMENT CODE
12940 Unlawful employment practices
53060 Contract for special services and advice
82019 Designated employee; definition
87302 Conflict of interest code
LABOR CODE
2775-2787 Worker status: employees
UNEMPLOYMENT INSURANCE CODE
606.5 Determination of employment status
621 Employee defined
CODE OF REGULATIONS, TITLE 2
18700.3 Consultant
COURT DECISIONS
Dynamex Operations West, Inc. v. Superior Court of Los Angeles (2018) 4 Cal. 5th 903
S.G. Borello & Sons, Inc. v. Department of Industrial Relations (1989) 48 Cal. 3d 341

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
At the beginning of school year or upon employment	Education Code 231.5; Government Code 12950	AR 4119.11 4219.11 4319.11	The district's policy on sexual harassment, legal remedies, complaints
Annually, and 72 hours before pesticide application	Education Code 17612	AR 3514.2	Use of pesticide product, active ingredients, Internet address to access information on pesticides
Prior to implementing year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round program
Prior to implementing alternative schedule	Education Code 46162	BP 6112	Public hearing on alternative schedule in secondary grades
Annually	Education Code 49013; 5 CCR 4622	AR 1312.3 BP 0460 BP 3260	Uniform complaint procedures, appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan
Annually	Education Code 49414	AR 5141.21	Request for volunteers to be trained to administer epinephrine auto-injectors
At least once per year	Education Code 49414.3	AR 5141.21	Request for volunteers to be trained to administer opioid antagonist
To all employees	Government Code 1126	BP 4136 4236 4336	Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
If the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually, or more frequently if there is new information	Health and Safety Code 120875, 120880	BP 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To new employees upon hire and other employees upon request, in districts with 25 or more employees	Labor Code 230.1	AR 4161.2 4261.2 4361.2	Rights pursuant to Labor Code 230-230.1 pertaining to leaves and accommodations for victims of crime or abuse
With each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
Upon hire, in employee handbook, and upon request for parental leave	Labor Code 1034	BP 4033	The district's policy on lactation accommodation
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To employees participating in a flexible spending account	Labor Code 2810.7	None	Deadline to withdraw funds from account before the end of the plan year
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	AR 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor
Within one day of receiving notice of potential exposure to COVID-19, to employees who were on the premises during the infectious period, the exclusive representative, and the employer of subcontracted employees as applicable	Labor Code 6409.6	AR 4157 4257 4357	Potential exposure to COVID-19; benefits to which employees may be entitled; available leave options; protection against discrimination and retaliation; district's disinfection and safety plan
Prior to beginning employment	Penal Code 11165.7, 11166.5	AR 5141.4	Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law
Upon employment, and when employee goes on leave for specified reasons	Unemployment Insurance Code 2613	AR 4154 4254 4354	Disability insurance rights and benefits
To all employees and job applicants	2 CCR 11023; 34 CFR 104.8, 106.9	BP 0410 AR 4030	District's policy on nondiscrimination and related complaint procedures
To all employees via employee handbook, or to each new employee	2 CCR 11091, 11095; 29 CFR 825.300	AR 4161.8 4261.8 4361.8	Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible
To all employees	8 CCR 3203	AR 4157 4257 4357	The right and procedure to access the injury and illness prevention program

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
To all employees	34 CFR 106.8	AR 4119.11 4219.11 4319.11	Nondiscrimination on the basis of sex; contact information for district's Title IX Coordinator; referral of inquiries to Title IX Coordinator and/or Office for Civil Rights
Annually	40 CFR 763.84, 763.93	AR 3514	Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress
II. To Certificated Employees			
To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire	Education Code 22455.5	AR 4121	Criteria for membership in retirement system; right to elect membership at any time
Upon employment of a retired certificated individual	Education Code 22461	AR 4117.14 4317.14	Postretirement earnings limitation or employment restriction; monthly report of compensation
To certificated employees	Education Code 35171	AR 4115 BP 4315	District regulations related to performance evaluations
30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated	Education Code 44663	AR 4115	Copy of employee's evaluation
To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee	Education Code 44664	AR 4115	Notice and description of the unsatisfactory performance

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By May 30, if district issues reemployment notices to certificated employees	Education Code 44842	AR 4112.1	Request that the employee notify district of intent to remain in service next year
To probationary and temporary certificated employees upon employment, and every July thereafter	Education Code 44916	AR 4112.1 AR 4121	Employment status and salary
To probationary employee, by March 15	Education Code 44929.21, 44929.23, 44948.5	BP 4116	Whether or not employee is reelected for next school year
When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year	Education Code 44934, 44934.1, 44936	BP 4118 AR 4118	Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice
To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/ dismissal notice	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year	Education Code 44938	BP 4118	Notice of deficiency and opportunity to correct
To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings	Education Code 44940.5	AR 4118	Notice of intent to dismiss 30 days from notice unless employee demands hearing
To probationary employee 30 days prior to dismissal during school year, but not later than March 15 for a second-year probationary employee	Education Code 44948.3	AR 4118	Reasons for dismissal and opportunity to appeal

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
By March 15 when necessary to reduce certificated personnel, with final notice by May 15	Education Code 44949, 44955	BP 4117.3	Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination
Before the end of the school year to temporary employee who served 75 percent of school year but will be released	Education Code 44954	BP 4121	District's decision not to reelect employee for following school year
To teacher, when a student engages in or is reasonably suspected of specified acts	Education Code 49079	AR 4158 4258 4358	Student has committed specified act that constitutes ground for suspension or expulsion
To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending	5 CCR 80303	AR 4117.7 4317.7	Contents of state regulation re: report to Commission on Teacher Credentialing
III. To Classified Employees			
When classified employee is subject to disciplinary action for cause, in nonmerit district	Education Code 45113	AR 4218	Notice of charges, right to hearing, timeline for requesting hearing
At least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
Upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.113, 382.601	AR 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
To school bus drivers, prior to operating school bus	49 CFR 382.303	AR 4112.42 4212.42 4312.42	Post-accident information, procedures, and instructions
IV. To Administrative/Supervisory Personnel			
To superintendent, deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 2121 BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year
V. To Individual Employees Under Special Circumstances			
In the event of a breach of security of district records, to affected employees	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
Prior to placing derogatory information in personnel file	Education Code 44031	AR 4112.6 4212.6 4312.6	Notice of derogatory information, opportunity to review and comment
To employees who volunteer to administer epinephrine auto-injector	Education Code 49414	AR 5141.21	Defense and indemnification from civil liability by the district
To district police officer, within 30 days of decision to impose discipline	Government Code 3304	AR 3515.3	Decision to impose discipline, including the date that discipline will be imposed
To employee returning from military leave of absence, within 30 days of return	Government Code 20997	AR 4161.5 4261.5 4361.5	Right to receive PERS service credit for military service; application form
24 hours before Board meets in closed session to hear complaints or charges against employee	Government Code 54957	BB 9321	Employee's right to have complaints/charges heard in open session
When taking disciplinary action against employee for disclosure of confidential information	Government Code 54963	BP 4119.23 4219.23 4319.23	Law prohibiting disclosure of confidential information obtained in closed session
Within one working day of work-related injury or victimization of crime	Labor Code 3553, 5401	AR 4157.1 4257.1 4357.1	Potential eligibility for workers' compensation benefits, claim form
When adverse employment action is based on DOJ criminal history information or subsequent arrest notification	Penal Code 11105, 11105.2	AR 4112.5 4212.5 4312.5	Copy of DOJ notification
To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter	8 CCR 3204	AR 4119.42 4219.42 4319.42	The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation	8 CCR 5191	AR 3514.1	Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material
To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area	8 CCR 5194	AR 3514.1	Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights
To employee eligible for military leave	38 USC 4334	AR 4161.5 4261.5 4361.5	Notice of rights, benefits, and obligations under military leave
Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice
Whenever notice of eligibility for FMLA is provided to employee	29 CFR 825.300	AR 4161.8 4261.8 4361.8	Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

(cf. 4121 - Temporary/Substitute Personnel)

Bereavement

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

(cf. 4161/4261/4361 - Leaves)

Members of the immediate family include: (Education Code 44985, 45194)

1. The mother, father, grandmother, grandfather, or grandchild of the employee or of the employee's spouse

2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister

3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

Employees may use a maximum of seven days of their accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

PERSONAL LEAVES (continued)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)

2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

5. Fire, flood, or other immediate danger to the home of the employee

6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or where the need for leave is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

PERSONAL LEAVES (continued)

Legal Duties

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury

2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received.

Leaves for Crime Victims for Judicial Proceedings

An employee may be absent from work in order to attend judicial proceedings related to a crime when the employee is a victim, or an immediate family member, registered domestic partner, or child of a registered domestic partner of a victim, of any of the following crimes: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)

2. A serious felony as defined in Penal Code 1192.7(c)

3. A felony provision of law proscribing theft or embezzlement

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

PERSONAL LEAVES (continued)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

An employee who is a victim of domestic violence, sexual assault, or stalking, who is a victim of a crime that caused physical injury or that caused mental injury with a threat of physical injury, or whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child

2. Seek medical attention for injuries caused by crime or abuse

3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse

4. Obtain psychological counseling or mental health services related to an experience of crime or abuse

5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim

PERSONAL LEAVES (continued)

2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court

3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

The Superintendent or designee shall inform employees of their rights pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

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

Personal Leave for Child-Related Activities

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.

2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:

PERSONAL LEAVES (continued)

a. A request by the school or child care provider that the child be picked up

b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider

c. Behavioral or discipline problems

d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays

e. A natural disaster, including, but not limited to, fire, earthquake, or flood

(cf. 5148 - Child Care and Development)

For purposes of this leave, *parent/guardian* includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.

2. The board, commission, organization, or group informs the district in writing of the service.

PERSONAL LEAVES (continued)

3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. (Education Code 44987, 45210)

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations)

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

PERSONAL LEAVES (continued)

Spouse on Leave from Military Deployment

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Legal Reference: (see next page)

PERSONAL LEAVES (continued)

Legal Reference:

EDUCATION CODE
44036-44037 Leaves of absence for judicial and official appearances
44963 Power to grant leaves of absence (certificated)
44981 Leave of absence for personal necessity (certificated)
44985 Leave of absence due to death in immediate family (certificated)
44987 Service as officer of employee organization (certificated)
44987.3 Leave of absence to serve on certain boards, commissions, etc.
45190 Leaves of absence and vacations (classified)
45194 Bereavement leave of absence (classified)
45198 Effect of provisions authorizing leaves of absence
45207 Personal necessity (classified)
45210 Service as officer of employee organization (classified)
45240-45320 Merit system, classified employees
EVIDENCE CODE
1035.2 Sex assault counselor; definition
1037.1 Domestic violence counselor; definition
FAMILY CODE
297-297.5 Registered domestic partner rights, protections, and benefits
GOVERNMENT CODE
3543.1 Release time for representatives of employee organizations
12945.1-12945.2 California Family Rights Act
LABOR CODE
230-230.2 Leave for victims of domestic violence, sexual assault, or specified felonies
230.3 Leave for emergency personnel
230.4 Leave for volunteer firefighters
230.8 Leave to visit child's school
233 Illness of child, parent, spouse, domestic partner or domestic partner's child
234 Absence control policy
246.5 Paid sick days, purposes for use
1500-1507 Civil Air Patrol leave
MILITARY AND VETERANS CODE
395.10 Leave when spouse on leave from military deployment
PENAL CODE
667.5 Violent felony, defined
1192.7 Serious felony, defined
CALIFORNIA CONSTITUTION
Article 1, Section 8 Religious discrimination
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VII, Civil Rights Act of 1964
COURT DECISIONS
Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167
PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS
Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954

Management Resources: (see next page)

PERSONAL LEAVES (continued)

Management Resources:

WEB SITES

California Department of Industrial Relations: http://www.dir.ca.gov
California Federation of Teachers: http://www.cft.org
California School Employees Association: http://www.csea.com
California Teachers Association: http://www.cta.org
Public Employment Relations Board: http://www.perb.ca.gov

The district shall not deny any eligible employee the right to family care or medical leave pursuant to the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or leave for pregnancy disability pursuant to California Pregnancy Disability Leave (PDL). The district shall not interfere with, restrain, or deny the exercise of an employee's right to any such leave, nor shall the district discharge, discriminate against, or retaliate against an employee for taking such leave, opposing or challenging an unlawful employment practice in relation to any of these laws, or being involved in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child means a biological, adopted, or foster child; a stepchild; a legal ward; or a person to whom the employee stands in *loco parentis*. For purposes of CFRA leave, *child* also includes a child of a registered domestic partner. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee, for FMLA and CFRA purposes, means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the 12 months immediately preceding the leave. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Eligible family member means an employee's child, parent, or spouse. For purposes of leave to care for a family member with a serious health condition pursuant to CFRA, *eligible family member* includes an employee's child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. (Government Code 12945.2; 2 CCR 11087; 29 USC 2612)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion

FAMILY CARE AND MEDICAL LEAVE (continued)

2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or an eligible family member of the employee that involves either inpatient care or continuing treatment, including treatment for substance abuse, as follows: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611, 2612; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

   A person is considered an inpatient when formally admitted to a health care facility with the expectation of remaining overnight and occupying a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

   Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:

   a. A period of incapacity of more than three consecutive full days

   b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition

   c. Any period of incapacity due to pregnancy or for prenatal care under FMLA

   d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

FAMILY CARE AND MEDICAL LEAVE (continued)

e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage. For purposes of CFRA leave, *spouse* also includes a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112, 825.126, 825.127)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)

2. To care for the employee's eligible family member with a serious health condition

3. The employee's own serious health condition that makes the employee unable to perform one or more essential job functions of the position

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, parent, or, for CFRA leave only, a registered domestic partner, is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)

5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. In circumstances where the leaves do not run concurrently under the law, the employee may take up to 12 work weeks for both CFRA and FMLA, for a total of 24 work weeks. (Government Code 12945.2; 29 USC 2612)

FAMILY CARE AND MEDICAL LEAVE (continued)

~~**OPTION 1:**~~ This 12-month period shall coincide with the calendar year. (29 CFR 825.200)

~~**OPTION 2: This 12-month period shall coincide with the fiscal year. (29 CFR 825.200)**~~

~~**OPTION 3: This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)**~~

~~**OPTION 4: This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)**~~

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

Each eligible employee shall be granted up to 12 work weeks for family care and medical leave related to the birth or placement of a child, regardless of whether both parents of the child work for the district.

Use/Substitution of Paid Leave

~~**OPTION 1: During any otherwise unpaid period of FMLA or CFRA leave, except leave for an employee's own serious health condition, an employee shall use accrued paid leave, including, but not limited to, vacation leave, personal leave, or family leave. If the leave is for the employee's own serious health condition, the employee shall use accrued paid leave, including but not limited to, vacation leave, personal leave, or sick leave. During an unpaid period of PDL, the employee shall use any accrued sick leave and may elect to use any vacation time or other accrued personal time off. (Government Code 12945, 12945.2; 2 CCR 11044, 11092; 29 USC 2612)**~~

FAMILY CARE AND MEDICAL LEAVE (continued)

~~**OPTION 2:**~~ During any otherwise unpaid period of PDL or any FMLA or CFRA leave, the employee may elect to use accrued vacation leave, or any other paid time off negotiated with the district that the employee is eligible to use. If the leave is for the employee's own serious health condition or PDL, the employee may also elect to use accrued sick leave during the period of leave. (Government Code 12945, 12945.2; 2 CCR 11044; 11092; 29 USC 2612)

The district and employee may also come to agreement regarding the use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161/4261/4361 - Leaves)
(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or eligible family member may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (Government Code 12945.2; 2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.

2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.

FAMILY CARE AND MEDICAL LEAVE (continued)

3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, the employee must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

FAMILY CARE AND MEDICAL LEAVE (continued)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for the serious health condition of the employee or an eligible family member, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 calendar days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11087, 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began

2. The probable duration of the condition

3. If the employee is requesting leave to care for an eligible family member with a serious health condition, both of the following:

   a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the eligible family member during a period of the treatment or supervision

   b. Estimated amount of time the health care provider believes the employee needs to care for the eligible family member

4. If the employee is requesting leave because of the employee's own serious health condition, a statement that due to the serious health condition, the employee is unable to work at all or is unable to perform one or more essential job functions of the position

FAMILY CARE AND MEDICAL LEAVE (continued)

5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011. (Government Code 12940)

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee has a good faith objective reason to doubt the validity of a certification that accompanies a request for leave for the employee's own serious health condition, the Superintendent or designee may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

Certification for PDL

The Superintendent or designee shall request that an employee who is requesting PDL provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if the Superintendent or designee has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by

FAMILY CARE AND MEDICAL LEAVE (continued)

the Superintendent or designee which must be at least 15 calendar days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for the employee's own serious health condition, the employee shall present certification from the health care provider of the employee's ability to resume work. The certification shall address the employee's ability to perform the essential job functions of the position.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

The district may refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

FAMILY CARE AND MEDICAL LEAVE (continued)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, the employee shall maintain employee status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before the employee took the leave. The employee shall reimburse the district for premiums paid during the leave if the employee fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA/CFRA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while the employee's child, parent, spouse, or, for purposes of CFRA leave, registered domestic partner, who is a military member is on covered active duty or on call to covered active duty status. (Government Code 12945.2; 29 USC 2612; 29 CFR 825.126)

Covered active duty means, for members of the Regular Armed forces, duty during the deployment of a member of the regular Armed Forces to a foreign country ~~or~~ and, for

FAMILY CARE AND MEDICAL LEAVE (continued)

members of the Reserve components of the Armed forces, duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. Deployment to a foreign county includes deployment to international waters. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment

2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status

3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings

4. Make or update financial and legal arrangements to address a military member's absence

5. Attend counseling provided by someone other than a health care provider

6. Spend time (up to 15 calendar days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment

7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings

8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty

9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other

FAMILY CARE AND MEDICAL LEAVE (continued)

documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, child, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Child of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or child for whom the covered servicemember stood in *loco parentis*, and who is of any age. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

FAMILY CARE AND MEDICAL LEAVE (continued)

Next of kin means the nearest blood relative to the covered servicemember, other than the spouse, parent, or child, unless designated in writing by the covered servicemember. (29 USC 2611, 2612; 29 CFR 825.127)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:

    a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating

    b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

    c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to the servicemember's military service or that would do so but for treatment received by the veteran

    d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

FAMILY CARE AND MEDICAL LEAVE (continued)

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other family care and medical leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

   The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11049, 11050, 11091)

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

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for

FAMILY CARE AND MEDICAL LEAVE (continued)

an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)

3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

   a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying

   b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification

   c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

   d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis

   e. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave

   f. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

   Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

FAMILY CARE AND MEDICAL LEAVE (continued)

4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

   If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

   If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

   Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE
44965 Granting of leaves of absence for pregnancy and childbirth
FAMILY CODE
297-297.5 Rights, protections, and benefits under law; registered domestic partners
300 Validity of marriage
GOVERNMENT CODE
12926 Fair employment and housing act, definitions
12940 Unlawful employment practices
12945 Pregnancy; childbirth or related medical condition; unlawful practice
12945.1-12945.2 California Family Rights Act
12946 Fair Employment and Housing Act: discrimination prohibited
UNEMPLOYMENT INSURANCE CODE
3300-3308 Paid family leave
CODE OF REGULATIONS, TITLE 2
11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions
11087-11097 California Family Rights Act
UNITED STATES CODE, TITLE 1
7 Definition of marriage and spouse
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.702 Family and Medical Leave Act of 1993
COURT DECISIONS
United States v. Windsor, (2012) 699 F.3d 169
Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864
Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS
Certification of Health Care Provider for Family Member's Serious Health Condition under the Family and Medical Leave Act, Form WH-380-F
FMLA Frequently Asked Questions
CALIFORNIA DEPARTMENT OF HUMAN RESOURCES PUBLICATIONS
Questions and Answers - Military Family Leave - FMLA
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
California Department of Human Resources: https://www.calhr.ca.gov
U.S. Department of Labor, FMLA: http://www.dol.gov/whd/fmla

COMPREHENSIVE HEALTH EDUCATION

The Governing Board believes that health education should foster the knowledge, skills, and attitudes that students need in order to lead healthy lives and avoid high-risk behaviors, and that creating a safe, supportive, inclusive, and nonjudgmental environment is crucial in promoting healthy development for all students. The district's health education program shall be part of a coordinated school health system which supports the physical, mental, and social well-being of students and is linked to district and community services and resources.

(cf. 0415 - Equity)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3554 - Other Food Sales)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)
(cf. 5137 - Positive School Climate)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.3 - Health Examinations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 5141.7 - Sun Safety)
(cf. 5142 - Safety)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6164.2 - Guidance/Counseling Services)

Goals for the district's health education program shall be designed to promote student wellness and shall include, but not be limited to, goals for nutrition promotion and education, physical activity, and other school-based activities that promote student well-being.

(cf. 0200 - Goals for the School District)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

The district shall provide a planned, sequential, research-based, and developmentally appropriate health education curriculum for students in grades K-12 which is aligned with the state's content standards and curriculum framework and integrated with other content areas of the district's curriculum. The Superintendent or designee shall determine the grade levels and subject areas in which health-related topics will be addressed, in accordance with law, Board policy, and administrative regulation.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6143 - Courses of Study)

COMPREHENSIVE HEALTH EDUCATION (continued)

As appropriate, the Superintendent or designee shall involve school administrators, teachers, school nurses, health professionals representing various fields of health care, parents/guardians, community-based organizations, and other community members in the development, implementation, and evaluation of the district's health education program. Health and safety professionals may be invited to provide related instruction in the classroom, school assemblies, and other instructional settings.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1240 - Volunteer Assistance)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)
(cf. 6145.8 - Assemblies and Special Events)
(cf. 6162.8 - Research)

The Superintendent or designee shall provide professional development as needed to ensure that health education teachers are knowledgeable about academic content standards, the state curriculum framework, and effective instructional methodologies.

(cf. 4131 - Staff Development)

The Superintendent or designee shall provide periodic reports to the Board regarding the implementation and effectiveness of the district's health education program, which may include, but not be limited to, a description of the district's program and the extent to which it is aligned with the state's content standards and curriculum framework, the amount of time allotted for health instruction at each grade level, student achievement of district standards for health education, and the manner in which the district's health education program supports the physical, mental, and social well-being of students.

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

Legal Reference: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Legal Reference:

EDUCATION CODE
8850.5 Family relationships and parenting education
35183.5 Sun protection
49413 First aid and cardiopulmonary resuscitation training
49430-49434 Pupil Nutrition, Health and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
51202 Instruction in personal and public health and safety
51203 Instruction on alcohol, narcotics and dangerous drugs
51210 Areas of study; grades 1-6
51210.8 State content standards for health education
51220.5 Parenting skills; areas of instruction
51225.36 Sexual harassment and violence instruction; affirmative consent standard
51225.6 Compression-only cardiopulmonary resuscitation instruction
51260-51269 Drug education
51513 Personal beliefs; exams, questionnaires, and surveys
51880-51881.5 Health education, legislative findings and intent
51890-51891 Comprehensive health education programs and community participation; definitions
51900.6 Sexual abuse and sexual assault awareness and prevention
51913 District health education plan
51920 Inservice training, health education
51930-51939 California Healthy Youth Act; Comprehensive sexual health and HIV/AIDS prevention education
67386 Affirmative consent; definition
CALIFORNIA CODE OF REGULATIONS, TITLE 5
11800-11801 District health education plan
UNITED STATES CODE, TITLE 42
1751-1769j National School Lunch Program, especially:
1758b Local wellness policy
1771-1793 Child nutrition programs, including National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS
Why Schools Hold the Promise for Adolescent Mental Health, Governance Brief, May 2019
The Impact of Marijuana Legalization on K-12: The Effect of Marijuana on the Brain, November 2018
Preventing Catastrophic Heal Illness, Governance Brief, July 2018
Integrating Physical Activity into the School Day, April 2016
Promoting Healthy Relationships for Adolescents: Board Policy Considerations, August 2014
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Promoting Oral Health for California's Students: New Roles, New Opportunities for Schools, Policy Brief, November 2008
Asthma Management in the Schools, Policy Brief, March 2008
Sun Safety in Schools, Policy Brief, July 2006
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006

Management Resources continued: (see next page)

COMPREHENSIVE HEALTH EDUCATION (continued)

Management Resources: (continued)

AMERICAN ASSOCIATION FOR HEALTH EDUCATION PUBLICATIONS
National Health Education Standards: Achieving Excellence, rev. November 2012
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Framework for California Public Schools: Kindergarten Through Grade Twelve, 2019
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
HUMAN RIGHTS CAMPAIGN FOUNDATION PUBLICATIONS
California LGBTQ Youth Report, January 2019
WEB SITES
CSBA: http://www.csba.org
American School Health Association: http://www.ashaweb.org
California Association of School Health Educators: http://www.cashe.org
California Department of Education, Health Education: http://www.cde.ca.gov/ci/he
California Department of Public Health: http://www.cdph.ca.gov
California Healthy Kids Resource Center: http://www.californiahealthykids.org
California Subject Matter Project, Physical Education-Health Project: https://csmp.online
Center for Injury Prevention Policy and Practice: http://www.cippp.org
Centers for Disease Control and Prevention: http://www.cdc.gov
Human Rights Campaign Foundation: https://www.hrc.org
National Center for Health Education: http://www.nche.org
National Hearing Conservation Association: http://www.hearingconservation.org
Shape America Society of Health and Physical Educators: https://www.shapeamerica.org

COMPREHENSIVE HEALTH EDUCATION

Content of Instruction

The district's health education program shall include instruction at the appropriate grade levels in the following content areas:

1. Alcohol, tobacco, and other drugs

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

2. Human growth, development, and sexual health

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

3. Injury prevention and safety

   Instruction related to injury prevention and safety may include, but is not limited to, first aid, protective equipment such as helmets, violence prevention, topics related to bullying and harassment, emergency procedures, and Internet safety.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 5131 - Conduct)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5141 - Health Care and Emergencies)
(cf. 5142 - Safety)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6145.2 - Athletic Competition)
(cf. 6163.4 - Student Use of Technology)

4. Mental, emotional, and social health

(cf. 5137 - Positive School Climate)
(cf. 5141.5 - Mental Health)
(cf. 5141.52 - Suicide Prevention)

5. Nutrition and physical activity

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

6. Personal and community health

COMPREHENSIVE HEALTH EDUCATION (continued)

Instruction in personal and community health may include, but is not limited to, oral health, personal hygiene, sun safety, vision and hearing protection, transmission of germs and communicable diseases, symptoms of common health problems and chronic diseases, and the effect of behavior on the environment.

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.7 - Sun Safety)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6142.5 - Environmental Education)

Within each of the above content areas, instruction shall be designed to assist students in developing:

1. An understanding of essential concepts related to enhancing health

2. The ability to analyze internal and external influences that affect health

3. The ability to access and analyze health information, products, and services

(cf. 5141.6 - School Health Services)

4. The ability to use interpersonal communication skills, decision-making skills, and goal-setting skills to enhance health

5. The ability to practice behaviors that reduce risk and promote health

6. The ability to promote and support personal, family, and community health

High School Health Education

Whenever the Board requires a course in health education for graduation from high school, the district's high school health education course(s) shall include instruction in:

1. Sexual harassment and violence, including, but not limited to, the affirmative consent standard as defined in Education Code 67386. When delivering such instruction, teachers shall consult information related to sexual harassment and violence in the Health Education Framework for California Public Schools. (Education Code 51225.36)

COMPREHENSIVE HEALTH EDUCATION (continued)

2. Compression-only cardiopulmonary resuscitation (CPR), which is based on national evidence-based emergency cardiovascular care guidelines for the performance of compression-only CPR and includes instruction relative to the psychomotor skills necessary to perform compression-only CPR. (Education Code 51225.6)

(cf. 6146.1 - High School Graduation Requirements)

Students Excused from Health Instruction

Upon written request from a parent/guardian, a student shall be excused from any part of health instruction that conflicts with the student's religious training and beliefs, including personal moral convictions. (Education Code 51240)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

The district shall excuse a student from instruction in comprehensive sexual health education and HIV prevention education if the student's parent/guardian requests in writing that the student be excused. (Education Code 51938)

(cf. 5145.6 - Parental Notifications)
(cf. 6145.8 - Assemblies and Special Events)

In addition, the district shall excuse a student from instruction in sexual abuse and/or sexual assault awareness and prevention if the student's parent/guardian requests in writing that the student be excused. (Education Code 51900.6)

The district shall not administer any exam, survey, or questionnaire which contains questions about the student's or the student's family's personal beliefs or practices in sex, family life, morality, or religion unless the student's parent/guardian has given written permission. (Education Code 51513)

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

However, the district may administer anonymous, voluntary, and confidential tests, questionnaires, and surveys containing age-appropriate questions about students' attitudes concerning or practices relating to sex, as long as parents/guardians are notified of the right to request in writing that the student be excused from participation. A student shall be excused from participating in any such research or evaluation tools if the student's parent/guardian requests in writing to excuse the student from participation. (Education Code 51938)

COMPREHENSIVE HEALTH EDUCATION (continued)

Involvement of Health Professionals

Health care professionals, health care service plans, health care providers, and other entities participating in a voluntary initiative with the district are prohibited from communicating about a product or service in a way that is intended to encourage persons to purchase or use the product or service. However, the following activities may be allowed: (Education Code 51890)

1. Health care or health education information provided in a brochure or pamphlet that contains the logo or name of a health care service plan or health care organization, if provided in coordination with the voluntary initiative

2. Outreach, application assistance, and enrollment activities relating to federal, state, or county-sponsored health care insurance programs if the activities are conducted in compliance with the statutory, regulatory, and programmatic guidelines applicable to those programs.

(cf. 1325 - Advertising and Promotion)

FACILITIES FINANCING

The Governing Board recognizes its responsibility to identify the most cost-efficient and effective method of financing when purchasing or modifying district facilities. Financing may be necessary when it is determined that school facilities must be built or expanded to accommodate an increased or projected increased enrollment or when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method of funding that will best serve district needs as identified in the district's master plan for school facilities.

(cf. 7110 - Facilities Master Plan)

Funding alternatives may include, but are not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

(cf. 7211- Developer Fees)

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

(cf. 7212 - Mello-Roos Districts)

3. Forming a school facilities improvement district pursuant to Education Code 15300-15425

(cf. 7213 - School Facilities Improvement Districts)

4. Issuing voter-approved general obligation bonds

(cf. 7214 - General Obligation Bonds)

5. Imposing a parcel tax pursuant to Government Code 50079

(cf. 3471 - Parcel Taxes)

6. Using lease revenues for capital outlay purposes from surplus school property

(cf. 3280 - Sale or Lease of District-Owned Real Property)

7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30)

FACILITIES FINANCING (continued)

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 - Financial Reports and Accountability. (Education Code 41024)

(cf. 3460 - Financial Reports and Accountability)

As applicable, the district shall comply with BP 3470 - Debt Issuance and Management.

(cf. 3470 - Debt Issuance and Management)

Legal Reference: (see next page)

FACILITIES FINANCING (continued)

Legal Reference:

EDUCATION CODE
15100-17199.6 School bonds, especially:
15122.5 Ballot statement
15300-15327 School facilities improvement districts
17000-17059.2 State School Building Lease-Purchase Law of 1976
17060-17066 Joint venture school facilities construction projects
17070.10-17079.30 Leroy F. Greene School Facilities Act of 1998
17085-17096 State Relocatable Classroom Law of 1979
17582 District deferred maintenance fund
17620-17626 Levies against development projects by school districts, especially:
17621 Procedures for levying fees
41024 Accounting system and audits
GOVERNMENT CODE
6061 Manner of notice as prescribed in designated section
6066 Two weeks' notice
8855 Debt issuance and management
50075-50077.5 Voter-approved special taxes
50079 School districts; qualified special taxes
53175-53187 Integrated Financing District Act
53311-53368.3 Mello-Roos Community Facilities Act of 1982
53753 Assessment notice and hearing requirements
53753.5 Exemptions
54954.1 Mailing of agenda
54954.6 New or increased tax or assessment; public meetings and hearings; notice
65864-65869.5 Development agreements
65970-65981 School facilities development project
65995-65998 Payment of fees against a development project
66000-66008 Fees for development projects
66016-66019 Development project fees
66020-66025 Protests and audits
HEALTH AND SAFETY CODE
33445.5 Overcrowding of schools resulting from redevelopment
33446 School construction by redevelopment agency
CALIFORNIA CONSTITUTION
Article 13D, Sections 1-6 Assessment and property related fee reform
CODE OF REGULATIONS, TITLE 2
1859-1859.199 School facility program
COURT DECISIONS
Ehrlich v. City of Culver City (1996) 12 Cal.4th 854
Loyola Marymount University v. Los Angeles Unified School District (1996) 45 Cal.App.4th 1256
Dolan v. City of Tigard (1994) 114 S.Ct. 2309
Canyon North Co. v. Conejo Valley Unified School District (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495
Garlic Development Co. v. Hayward Unified School District (1992) 3 Cal.App.4th 320
Nollan v. California Coastal Commission (1987) 107 S.Ct. 3141

Legal Reference continued: (see next page)

FACILITIES FINANCING (continued)

Legal Reference: (continued)
ATTORNEY GENERAL OPINIONS
79 Ops.Cal.Atty.Gen. 149 (1996)

Management Resources:
WEB SITES
California Department of Education: www.cde.ca.gov
California State Controller: www. sco.ca.gov
Department of General Services, Office of Public School Construction: http://www.opsc.dgs.ca.gov

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:	August 19, 2021
SUBJECT:	Approval of COVID-19 Protocols and Procedures for Overnight Trips for the 2021-2022 School Year

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Background:
The COVID-19 pandemic forced students to be away from school campuses for over a year. As we transition back to in-person learning for 2021-2022, the district would like to open normal activities for students under safe and appropriate conditions. Overnight field trips have always been a normal part of activities for some athletic and other social activities for students. In order to contine to provide these experiences, the district needs to ensure that it is done safely as the Covid 19 virus is still prevalent.

Discussion and Issues:
In order to ensure the health and safety of our student and staff, the following protocols are compulsory for any student trip that is overnight:

- All students, teachers, staff, volunteers, and chaperones must be vaccinated. Otherwise, they cannot participate in the overnight trip.
- Individuals with religious or medical exemptions may use a face shield with a drape in order to meet masking requirements and work with the assigned nurse to arrange testing (minimum twice a week). The assigned nurse should work with the individual to identify a testing location before the trip.
- Due to the increased number of cases related to the COVID-19 variants, all individuals will be required to have a Polymerase Chain Reaction (PCR) test 5 days prior to scheduled departure. Partiicpants will need to present a negative COVID -19 PCR test result.
- Masks are required indoors and proper distance should be in place based on guidelines from the Los Angeles County Department of Public Health.
- The organization sponsoring the overnight event must have a designated person (s) and a written plan to address a student or adult who exhibits any symptom of illness which may be Covid 19 related while on the trip. If a student or adult becomes symptomatic, that individual would need to isolate away from others and be supervised until the individual could be picked up by parent or guardian as soon as possible.
- In accordance with the Los Angeles Public Health Department, the decision pathway will need to be followed which includes having the student evaluated by their Primary Medical Doctor and following the guidelines
- County Health regulations are changing frequently so the organization should check all public health websites for the location, and also check travel advisories frequently before the trip for the departure and arrival city.

- One week prior the the event, site administrative saff will arrange a meeting to include district administrative staff, nurse, and event lead to review the paln and protocols so everyone is synchronized in the event that there is a COVID-19 exposure on the trip.

Fiscal Impact:
The fiscal impact is on the organization to provide for the cost of accommodations for the student and adiult in the event that a student needs to be quarantined because of a positive COVID-19 exposure.

Recommendation:
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Covid 19 Protocols and Procedures for Overnight Field Trips for the 2021-2022 school year, as presented.

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:	August 19, 2021
SUBJECT:	Approval of John Burroughs High School Vocal Music Association (Overnight) Field Trip

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Background:

The John Burroughs High School Vocal Music Association wishes to attend The Heart of America New York Choir Competition in New York City, on Thursday, March 24, 2022 through Monday, March 28, 2022.

Discussion/Issues:

One-Hundred and twenty (120) students will travel via bus to Los Angeles International Airport (LAX). Students will travel from LAX to John F. Kennedy Airport (JFK), New York, with Brendan Jennings, Teacher, and twenty-four (24) chaperones.

Itinerary

Day 1 –Thursday, March 24th, students will meet at John Burroughs High School at 2:15 a.m. and board buses for transport to LAX. Students depart LAX on Jet Blue Flights #24 and #124 for JFK. Upon arrival, buses will take chaperones and students to Paramount Hotel, 235 W. 46th Street, New York, NY 10019. The phone number for the hotel is (212) 764-5500. Students will have dinner in groups and tour NYC in pods. At 7:30 pm students will meet at Winter Garden Theatre to see Beetlejuice and then walk back to hotel. Lights out will be at 12:00 am.

Day 2 – Friday, March 25th, students will have breakfast at the hotel. Students will meet to rehearse. Students will have lunch and have free time in pods. At 6:00 pm students will meet at Dallas BBQ for dinner and a show at Schoenfeld Theatre. Students will walk back to hotel at 11:00 pm, lights out at 12:00 am.

Day 3 – Saturday, March 26th, breakfast will be grab and go at the hotel. Students will walk from the hotel to Sheraton Times Square to compete in the Heart of America, New York, Choir Competition. At 10:00 pm students will return to have a celebratory pizza party at hotel. Lights out at 1:00 am

Day 4 – Sunday, March 27th, after a grab and go breakfast, students will tour the 911 Tribute Museum. At 12:45 students will meet at Battery Park to take a ferry to tour Ellis Island and Statue of Liberty tour and a performance. Students will return to the hotel at 4:00 pm to get ready for a dinner cruise. Students

will meet at Chelsea Pier and board the NYC Skyline Dinner Cruise with dinner, DJ, and dancing. Students will return to the hotel via Subway to Times Square for free time in pods, returning to hotel at 11:00 pm, lights out at 12:00 am.

Day 5 – March 28th, breakfast will be at the hotel. Students will check out of the hotel and enjoy sightseeing around hotel before boarding buses at 11:00 am and 2:00 pm to JFK airport for Jet Blue flights #623 and #1013. Flight #623 departs for LAX at 1:59 pm, flight #1013 departs for Long Beach at 5:36 pm. Upon arrival, groups will collect their luggage and board busses for JBHS. Parents will pick up students at 7:00 pm and 10:30 pm.

In accordance with Board Policy and Administrative Regulations 6153 regarding field trips, all students will sign a behavior contract along with all necessary field trip forms. A parent meeting is scheduled for March 15, 2022 at 7:00 pm in the John Burroughs High School Choir Room. All students and parents/guardians are expected to attend.

Fiscal Impact:

There is no cost to students for transportation, food and lodging. No student will be denied participation in this field trip due to lack of personal funds.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the John Burroughs High School Vocal Music Association Powerhouse and Sound Sensations (Overnight) Field Trip request to participate in the Heart of America Choir Competition in New York City from Thursday, March 24 through Monday, March 28, 2022, as presented.

Burbank Unified School District
Department of Student Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Stacy Cashman, Director, Student Services
PREPARED BY:	Stacy Cashman, Director, Student Services
SUBMITTED BY:	Melinda Drechsler, Administrative Secretary
DATE:	August 19, 2021
SUBJECT:	Approval of School Attendance Review Board (SARB) Committee Members for 2021-2022

Background:

The School Attendance Review Board (SARB) is required by the State of California to meet in every school district to address serious student attendance concerns. The Burbank SARB has been recognized by the Los Angeles County Office of Education as an efficient and effective model for resolving attendance issues, as well as submitting timely referrals for District Attorney (DA) Truancy Mediation Hearings.

Discussion Issues:

In accordance with Education Code 48321, the SARB Committee is composed of representatives from various youth-serving agencies to review truant or recalcitrant students and their parents or guardians to help solve school attendance and behavior problems through the use of available school and community resources. The SARB is mandated to refer students and their parents/guardians to the court system when SARB directives are not followed (Education Code 48290). The members presented will comprise the SARB Committee for the 2021-2022 school year.

Fiscal Impact:

SARB supports all efforts to reduce chronic truancy and attendance problems.

Recommendation:

Stacy Cashman, Director, Student Services, recommends that the Board of Education approve the School Attendance Review Board Committee members for the 2021-2022 school year, as presented.

School Attendance Review Board #3 Los Angeles

SCHOOL ATTENDANCE REVIEW BOARD # 3
Burbank Unified School District
Burbank Police Department
L.A. County Probation Department
L.A. County Department of Children & Family Services
1900 West Olive Ave., Burbank CA 91506-2460 (818)729-4467– Fax (818)729-4576

2021-2022 SCHOOL YEAR
SARB #3 MEETINGS

SARB meetings will be held at the Burbank Police Department Community Room from 1:00 p.m. to 4:00 p.m. Located at 200 N. Third St. Burbank, CA 91502.

September 14, 2021	**October 12, 2021**	**November 09, 2021**
December 14, 2021	**January 11, 2022**	**February 08, 2022**
March 08, 2022	**April 12, 2022**	**May 10, 2022**
June 14, 2022		

CHAIRPERSON
Ann Brooks

CO-CHAIRPERSON
Hector Garcia

MEMBERS

Stacy Cashman
Director of Student Services
Burbank Unified School District
StacyCashman@burbankusd.org

Scott Haberman Deputy Probation Officer
Burbank Police Department
200 N. Third St. Burbank, CA. 91502
Scott.Haberman@probation.lacounty.gov

Sgt. Stephen Turner, BPD Juvenile Detail
Burbank Police Department
200 N Third St. Burbank, CA 91502
sturner@burbankca.gov

Ruby Arias, DA Representative
Los Angeles County District Attorney's Office
1601 Eastlake Ave. Room M
Los Angeles, CA 90033
RArias@da.lacounty.gov

Ivan Zamudio, Student Services & Attendance Specialist
Burbank Unified School District
IvanZamudio@burbankusd.org

Jerry Hansen, Ph.D.
101 S. First St. Suite #402
Burbank, CA 91502
Danhan4190@earthlink.net

Hector Garcia, Student Services & Attendance Specialist
Burbank Unified School District
hectorgarcia@burbankusd.org

Roxanna Rice, MSW
Department of Children and Family Services
532 E. Colorado Blvd.
Pasadena, CA 91101
ricer@dcfs.lacounty.gov

Lenora Aguilera, RN
Burbank Unified School District
lenoraaguilera@burbankusd.org

School Counselor-(for specific SARB referred student)

Ann Brooks, Retired Administrator
Volunteer
AnnBrooks@burbankusd.org

Parent Representative (Pending)

School Psychologist - (rotating)
Elementary Principals-(for specific SARB referred student)

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:	Rebecca Mieliwocki, Teacher on Special Assignment
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	August 19, 2021
SUBJECT:	Approval of Memorandum of Understanding Between Burbank Unified School District and Berkeley Hall School

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Background:

Berkeley Hall School is a private, coeducational school for students in preschool through Grade 8, located in Los Angeles, CA. Berkeley Hall School does not have an approved Induction Program and has requested that eligible teachers from Berkeley Hall School clear their preliminary teaching credentials by participating in the Burbank Unified School District's Induction Program.

Discussion/Issues:

This agreement would further develop the relationship between Burbank Unified School District and other local area schools. Berkeley Hall School teachers participating in the Induction Program will benefit through the trainings they attend, as well as through ongoing formative assessment and collaboration. Induction is a requirement for teachers graduating from universities with a preliminary credential. It is feasible that in the future other area educators will benefit from participation in the Induction Program.

Fiscal Impact:

Berkeley Hall School participating teachers will remit to Burbank Unified School District $3,000 per year to participate in the Induction Program.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Memorandum of Understanding between Burbank Unified School District and Berkeley Hall School to participate in the Burbank Unified School District Induction Program, effective August 20, 2021 through June 15, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Instructional Services
Induction Program
1900 WEST OLIVE AVENUE
BURBANK, CALIFORNIA 91506-2460
TELEPHONE (818) 729-4475 FAX (818) 729-4402

MEMORANDUM OF UNDERSTANDING BETWEEN BURBANK UNIFIED SCHOOL DISTRICT AND SCHOOL FOR PARTICIPATION IN THE NEW TEACHER INDUCTION PROGRAM

This Memorandum of Understanding (MOU), made and entered into this 19th day of August, 2021, between the Burbank Unified School District (BUSD), the LEA for the Burbank Unified School District Teacher Induction Program, and Berkeley Hall School to establish a partnership between the BUSD Induction Program and Berkeley Hall School and to set forth the operative conditions, which will govern this partnership.

Witnesseth

1. Burbank Unified School District agrees to provide an Induction Program for eligible teachers at Berkeley Hall School, as follows:

   A. Provide appropriate staff to operate and administer the program.
   B. Provide program activities such as:
      - Induction Program meetings (A Professional Learning Community).
      - Induction Program Orientation.
      - Matching with content-alike, highly effective, trained mentor teachers.
      - Optional, free after school teacher development workshops.
      - An option for university credit for salary advancement.
      - End-of-the-Year Colloquium & Culmination

   C. Establish and maintain accurate records and reports.
   D. Maintain a confidential file on each participating teacher, which includes the following:
      - Signed District Consent Form for induction participants.
      - Signed District Roles and Responsibilities Advisement Form.
      - All Individual Learning Plans for Year 1 and Year 2 with signed completion logs.
      - Induction Program Completion documentation.
      - Proof of Credential Recommendation to the CCTC from BUSD.

   E. Provide the California Commission on Teacher Credentialing (CCTC) and the California Department of Education (CDE) all report documents and other information requested on all matters related to the participating teachers participating in the BUSD Induction Program.

F. Participate in the program evaluation.
G. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the program responsibilities as described in 1 (A-D).

2. The Participating Teachers agree to:

a. Sign and uphold the roles, responsibilities, and requirements contained within the BUSD Induction Advisement Form and the BUSD Induction Roles and Responsibilities Form.
b. Attend all required professional learning community meetings.
c. Attend weekly meetings with assigned mentors.
d. Observe colleagues during instruction and be observed by mentors while teaching no fewer than once per semester for the four semesters of induction.
e. Assume the cost and responsibility for arranging on-site observations of colleagues required for induction (one per semester).
f. Complete the necessary, required paperwork and evidence collection for induction and submit said paperwork by published due dates.
g. Produce work products that are on time and of graduate level quality.
h. Communicate responsibly and professionally with program coordinators, mentors, and all BUSD district staff and faculty members.
i. Assume financial responsibility for all aspects of induction:
    i. Induction services are provided on a fee-for-service basis. In 2021-22, the fee will be $3,000. In 2022-23, the fee will remain unchanged. This fee covers the costs to administer the induction program & to secure and compensate the mentor.
    ii. Participating teachers will be invoiced at the close of each semester. Once payment is received, the district is responsible for facilitating the distribution of the funds to mentors and district program coordinators.
    iii. Assume the costs to purchase salary credits through an accredited participating university, and according to the university's fee schedule, should the teacher participant desire to do so for salary advancement.
    iv. Pay the fee set by the California Commision on Teacher Credentialing to clear his/her credential.

3. The Berkeley Hall School agrees to:

a. Provide Induction teachers one-to-one or small group consultations between mentor teacher and BHS participating teacher(s).
b. Provide opportunities for BUSD Induction program coordinators and mentor teachers to observe classrooms within BHS during the teaching day.
c. Provide participating teachers the opportunity to attend professional staff development activities as required to meet induction program requirements.
d. Participate in the BUSD Induction Program evaluation.

4. The term of this MOU shall be effective August 19th, 2021, to June 15th, 2023. This agreement is renewable each program year that Berkeley Hall School identifies eligible teachers that need/elect to participate in the BUSD Induction Program. A new contract for each program year will be generated by BUSD as the need deems necessary.

5. Contract and monitoring responsibilities for this MOU rest with BUSD.

6. Any and all products developed by BUSD are the exclusive property of BUSD.

7. Employees, staff, and subcontractors of Berkeley Hall School have permission to reproduce and use the products in the BUSD Induction Program with the expressed written permission of BUSD and the BUSD Induction Program. It is prohibited for anyone to copy or use the products of the BUSD Induction Program for profit or any other purpose.

8. The BUSD Induction Program shall have the authority to adapt and adopt materials developed by the BUSD Induction Program for dissemination purposes.

9. It is agreed that Berkeley Hall School or any employee of Berkeley Hall School is acting as an independent contractor and not as an agent or employee of the BUSD.

10. It is agreed that the BUSD will not withhold any federal or state income tax from payment made pursuant to this contract, but will provide Berkeley Hall School with a statement of invoiced expenditures at the end of each fiscal year.

11. Berkeley Hall School certifies that it is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.

12. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save, and hold harmless to each other, and their respective officers, agents, servants, and employees, of any from any and all liability, claims demands, debts, suits, actions, and causes of action, including wrongful death and reasonable attorney fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU by such indemnifying party, or its officers, agents, servants, and employees.

13. Neither this MOU nor any duties or obligations under this MOU may be assigned by Berkeley Hall School without the prior written consent of the BUSD.

14. Berkeley Hall School and all of their employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

15. This contract may be amended only by the mutual written consent of the parties hereto, except that the BUSD unilaterally amend the contract to accomplish the changes listed below:

a. Administrative changes that do not affect the contractual rights of the parties
b. Changes as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Burbank Unified School District
Matt Hill
Superintendent

Signed_____
Authorized Signature

Date 8/6/21

Berkeley Hall School
Nikki Gamrath
Head of School

Signed Nikki Gamrath
Authorized Signature

Date 8/6/21

Board Approval Date:

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:	August 19, 2021
SUBJECT:	Approval of the 2021-2022 Consolidated Application for Categorical Programs

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Background:

For over two decades, the California Department of Education (CDE) has required that school districts submit a Consolidated Application to receive funds for federal and State categorical programs. The application for these funds has been changed in several ways. First, the application is submitted online through the web-based Consolidated Application Reporting System (CARS). Second, the CARS system has two data collection reporting periods: Winter and Spring/Summer. Third, because of annual CDE changes to the application format, submission periods for the application are often delayed.

The Spring/Summer Data Collection was released on June 7, 2021 and is due for submission before July 21, 2021. That Spring/Summer application is a collection of data about pupil participation and details regarding prior year expenditures of the prior year. The District qualifies for Title I, Part A, Basic Grant (Helping Disadvantaged Children), Title II, Part A (Teacher Quality and Professional Development), Title III, Part A (Program for English Learner (EL) Students), Title III Immigrant Education Program, and Title IV Student Support and Academic Achievement Program.

Federal guidelines also allow local non-profit private schools to receive federal funding, along with Burbank Unified programs. Historically, the private schools have participated in the Title II program.

The next application, the winter data collection, includes budget information, scheduled to be submitted to the CDE in February 2022 after district funding entitlements are received from the CDE. The winter data reporting will indicate the number of pupil participants in each of these programs and delineate planned District and school site funding allocations for each of the federal and State programs for the Consolidated Application.

Discussion and Issues:
At this time, the District has estimated allocations that will be available for these programs for 2021-2022. However, during the 2020-2021 school year, the District received $2,454,340 in federal categorical funds. This breaks down to:

- $1,772,865 for Title 1, Part A: Helping Disadvantaged Children K-8;
- $304,256 for Title II, Part A: Teacher Quality K-12;
- $185,845 for Title III Limited English Proficient K-12;
- $60,690 For Title III Immigrant; and
- $130,684 for Title IV Student Support.

Burbank Unified School District qualifies for and will request funding in the following areas. (See Attachment):
For Qualifying Students:

- Title I, Part A, Helping Disadvantaged Children
- Title II, Part A, Teacher Quality and Professional Development
- Title III, Part A, Program for English Learner Students
- Title III, Immigrant Education Program
- Title IV, Student Support

The Superintendent's signature on the Consolidated Application serves as certification that the District will observe all the applicable rules and regulations and that all the assurances are accepted as the basic legal conditions for the operation of these programs.

Fiscal Impact:
Approval of this application by the California Department of Education will provide funding for the listed programs for the 2021-2022 school year.

Recommendation:
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the submission of the 2021-2022 Consolidated Application for Funding Categorical Programs, August Submission, and the authority to sign and submit the application to the California Department of Education be exercised pursuant to BUSD—AR 3314, as presented.

Attachment A

2021-2022 Consolidated Application Program Descriptions

Program	Program Description
Title I, Part A, Helping Disadvantaged Children	Title I, Part A provides supplemental funds to be used to narrow the educational gap between disadvantaged children and other children in those areas where the highest concentration of children from low-income families attend school.
Title II, Part A- Teacher Quality and Professional Development	Title II focuses on upgrading the expertise of teachers and other school staff to enable them to be "highly qualified" so that they may teach all children in the core academic subjects. Funds support sustained, high-quality professional development directed to achieve high performance related to the State content standards. Funds under this section may be used to carry out effective approaches to reducing class size with highly qualified teachers to improve educational achievement for both regular and special needs children with particular consideration given to reducing class size in the early elementary grades.
Title III, Part A Program for English Learner (EL) Students	Title III authorizes funding for supplementary programs and services for EL students. Required activities include the provision of instruction and instructional support services related to English language development and academic progress in the core curriculum in a manner that allows EL students to meet grade level and graduation requirements. Programs also must provide staff development opportunities to school staff assigned to EL student populations. Title III funds may also be used for a variety of instructional support, curricular development, parental involvement, and related EL student program activities.
Title III, Immigrant Education Program	Title III Immigrant Education funding supplements instructional opportunities to immigrant students and their families. Allowable activities include family literacy, parent and family outreach, and training activities designed to assist parents and families to become active participants in the education of their children; interventions for immigrant children and youth; acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds; and allowable direct administration expenses for a fiscal year may not exceed two percent of such funds for the cost of administering this subpart.
Title IV, Student Support	Title IV provides funding to improve student's academic achievement by increasing school district capacity to provide all students with access to a well-rounded education; improve school conditions for students learning, and improve the use of technology to improve academic achievement and digital literacy of all students.

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:	August 19, 2021
SUBJECT:	Adoption of Resolution 4 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 hr/day Instructional Assistant-Translator (Deaf) position at Washington Elementary being recommended for elimination due to lack of work. This is a 1:1 position and the student has moved out of the District. This position is funded through the following appropriation number, 01.0-33100.0-57602-1104-2110-2160000. The elimination of this position may involve bumping.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 4 for the Elimination or Reduction of Services for Classified positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
August 19, 2021

In the Matter of Layoff of
Classified Employees **RESOLUTION 4**

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 Instructional Assistant – Translator (Deaf)	.75

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 19th day of August 2021, by the Governing Board of the Burbank Unified School District.

_____
Clerk

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:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	August 19, 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. Marathon Communications wishes to donate to the District $550 to be used for AP (Advanced Placement) Tests for economically challenged students.

b. The O'Neill Group, LLC wishes to donate to the District $275 to be used for AP (Advanced Placement) Tests for economically challenged students.

c. Herman Co. CRE Services, Inc. wishes to donate to the District $275 to be used for AP (Advanced Placement) Tests for economically challenged students.

d. Richard Bertain wishes to donate to the District $200 to be used for AP (Advanced Placement) Tests for economically challenged students.

e. Disney Animation wishes to donate to the District materials and supplies to be used at Burbank High School.

f. Family Promise of the Verdugo's wishes to the District $250 in Target cards to be used at the District's discretion.

g. PCH Creative, LLC wishes to donate to the District $3,000 to be used by Burbank High School at the site's discretion.

h. Park Pictures wishes to donate to the District $500 to be used by Burbank Community Day School at the site's discretion.

i. Cosmetics Development Labs, LLC wishes to donate to the District 40 pallets of 12-ounce bottles of hand sanitizer valued at $250,000, to be used at all BUSD school sites.

Burbank Unified School District
Special Education Department

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:	Sandra Shearer, Administrative Secretary
DATE:	August 19, 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 960031305 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 960031305 concerning services and/or school placement, a formal settlement agreement was offered on July 27, 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 $39,468.

Recommendation:
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960031305, not to exceed $39,468 (01.0-65000.0-50010-36000-5813-7440000), effective July 27, 2021 through August 30, 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:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	August 19, 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 960024870 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 960024870 concerning services and/or school placement, a formal settlement agreement was offered on July 27, 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 $72,500.

Recommendation:
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960024870, not to exceed $72,500 (01.0-65000.0-50010-36000-5813-7440000), effective August 9, 2021 through May 28, 2023, 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:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	August 19, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify an agreement for professional services to provide compensatory education for the Special Education Student 160003888, 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 IEP's 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 $28,000.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Troy & Associates Educational Consulting, Inc., to provide compensatory education for Special Education Student 160003888, not to exceed $28,000 (01.0-65000.0-57602-11900-5850-7440000), effective July 30, 2021 through May 26, 2022, 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 15th day of July 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Troy & Associates Educational Consulting, Inc. hereinafter referred to as "Consultant."

Troy & Associates Educational Consulting, Inc.	stroy110@aol.com	310-435-6993
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 4804 Laurel Canyon #751	Valley Village	CA	91607
	City	State	Zip

Sponsoring Administrator: Matt Hill	Superintendent		Special Education
Print Name	Title	Signature	Location

Board Approval Date: 08/05/2021 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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 $175 per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $28,000.
2. The term of the Agreement shall be the period commencing on 06/30/2021 and terminating on 05/26/2022.
3. Consultant will provide the following services:

   Consultant to provide no more than 80 hours of educational therapy in the area of English language arts and 80 hours of education therapy in the area of math for a total not to exceed 160 hours of total compensatory education for special education student 160003888.

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 submit invoices on a monthly basis and be paid after invoice has been processed.
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.

Susan Curtin, Interim Director of Special Education	Date	Consultant	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:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	August 19, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:
The Board of Education is being asked to ratify an agreement for professional services to provide specialized behavior consulting support for the Special Education Student 960012025, 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 IEP's 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 $11,120.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Inclusive Education and Community Partnership, to provide specialized behavior consulting support for Special Education Student 960012025, not to exceed $11,120 (01.0-65000.0-57602-11900-5850-7440000), effective August 3, 2021 through December 30, 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

RATIFICATION OF AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 4th day of August 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Inclusive Education and Community Partnership hereinafter referred to as "Consultant."

Payee's Name: Inclusive Education and Community Partnership 805-985-4808 dennisc@iecp.us
Phone Number: Email:

Mailing Address: 2323 Roosevelt Blvd., Ste. 3 Oxnard, CA 93035

Sponsoring Administrator: Matt Hill
Superintendent Signature Date

Board Approval: August 19, 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.

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 $139 per hour▪/ per day ☐/ per session☐ for a total not to exceed $11,120 **Amount to include speaking fee, mileage (rate of .58 per mile) and any additional fees.
2. The term of the Agreement shall be the period commencing on: 08/03/2021 and terminating on 12/30/2021.
3. Payment Terms: Net 45 Days

Per IEP team, IECP will provide 80 hours of consultation for Special Education Student 960012025. August 3 - 13 = 1 to 2 hours per week via Zoom. August 16 - 30 = 15 hours, September - October = 20 hours, November = 15 hours, December 10 hours.. Total not to exceed 80 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.

Susan Curtia, Interim 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 can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

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:	Sandra Shearer, Administrative Secretary
DATE:	August 19, 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 conduct a Psychological-Educational Independent Evaluation for the Special Education Student 960001099, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:
Not to exceed $6,200.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Sandra R. Kaler, R.N., Ph.D., to provide a Psychological-Educational Independent Evaluation and attend an IEP meeting for Special Education Student 960001099, not to exceed $6,200 (01.0-65000.0-57602-11900-5850-7440000), effective July 16, 2021 through December 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 15, 2021. The assessor requires an in-school observation of student which requires additional time. This amendment adds an additional $1,200 increasing the total not to exceed amount to $6,200.

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 29 day of July2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Sandra Kaler R.N., Ph.D. hereinafter referred to as "Consultant."

Sandra Kaler R.N., Ph.D.	skaler@ucla.edu	310-454-9998
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 860 Via de la Paz, Ste. E-Loft A Pacific Palisades CA 90272
City State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval Date: ~~07/15/2021~~ 08/19/2021 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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 ~~$5,000~~ $6,200.
2. The term of the Agreement shall be the period commencing on 07/16/2021 and terminating on 12/30/2021.
3. Consultant will provide the following services:

   Provide Psychological Independent Educational Evaluation for Student 960001099. Cost includes assessment, observation, written report and conference call/Zoom for IEP.

   ****Consultant will provide protocols to District if needed for due process****
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 submit invoices on a monthly basis and will be paid after invoice has been processed.
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.

Susan Curtis, Interim Special Education Director Date Consultant 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.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

August 5, 2021

Virtual (Online) Meeting
Burbank, California

MEMBERS PRESENT:
Steve Frintner
Charlene Tabet
Steve Ferguson
Emily Weisberg
Armond Aghakhanian (arrived at 6:09 p.m.)

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Instructional Services; Debbie Kukta, Assistant Superintendent, Administrative Services; and Sarah Niemann, Assistant Superintendent, Human Resources.

1. CALL TO ORDER

The Closed Session was called to order at 6:00 p.m. by President Frintner

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Joel Schlossman was called to speak. He complained about Superintendent Hill's performance, in particular, his handling of Covid-19 and the fact that he has not mandated vaccines for employees. He expressed his displeasure with the District's Anti-Racist Statement. He complained that the Superintendent refuses to return his calls and/or tries to get off of calls quickly. He said he has asked for Town Hall meetings, but feels they have not been held except with regard to the parcel tax. He complained about the disabled parking spot in the parking lot across from the District Office. He complained about the academic performance of our students. He is unhappy with what he feels is a lack of appreciation for our community benefactors.

2.b Staff Responses

2.c Board Members' Comments and Responses

The Board adjourned to Closed Session at 6:07 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 7:04 p.m. Ever Huerta led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Frintner reported that items 3a. through 3d were for discussion only with no action taken.

6. ADJUSTMENTS TO THE AGENDA

Clerk Ferguson asked that item 10.d (Approval of JBHS VMA Overnight Field Trip to New York) be pulled and brought back in two weeks. He requested that all participants be vaccinated and he would like to know more about the proposed Covid-19 safety protocols for the trip. The Board discussed the pros and cons of delaying this item.

7. ITEMS FOR FUTURE AGENDAS

Clerk Ferguson asked for staff to bring back an item in two weeks to have vaccines be made a condition of employment at BUSD, with medical and religious exemptions, pending FDA approval of the vaccines and that this be implemented within 60 days of FDA approval.

Vice President Tabet asked, in light of the recent tragic traffic accident that reportedly resulted from street racing and excessive speed, for staff to explore acting to help counteract the problem of drivers speeding and to discuss what we can do as a school district to support the City of Burbank in this endeavor. Ms. Tabet said she would be reaching out to City Council.

Member Weisberg asked to start a subcommittee on student participation.

Member Aghakhanian asked for reports on wifi and the digital divide for our students and on issues regarding food scarcity and homelessness.

8. REQUESTS TO ADDRESS THE BOARD

8.a Public Communications.

Joel Schlossman was called to speak. He complimented staff on including a memorial tribute to Adult School Director Emilio Urioste in the Burbank Adult School class program. He complained about the disabled parking spot in the District Office parking lot, which he believes is out of compliance. He lauded Clerk Ferguson's request to mandate vaccines for staff members, but said he is not in favor of medical or religious exemptions. He requested that every student age 12 and over to be vaccinated. He again requested that the Minutes from the June 23, 2021 Special Meeting be amended to reflect what he actually said rather than referring to his use of "inappropriate language."

Lauren Wygle, BHS employee, was called to speak. She asked the Board and senior staff to consider the difference between education and activism and asked them to confirm what our primary mission is as a school district. She asked if we were making decisions based on fear and expressed her belief that the government is replacing family when it comes to important decisions.

Kat Olson, parent, was called to speak. She spoke about her belief that our communications with regard to Covid-19 seem more reactionary than preventative. She expressed her concern about the rising case numbers due to the Delta variant. She asked that the Board make the best decisions to keep our students safe.

Joshua Lam was called to speak. He asked that the "Facing History and Ourselves" program contract proposal be pulled. He said he believes that student achievement should be based on students' academic performance and said that he thinks this program is going to divide people rather than bring people together. He does not believe that spending up to $120,000 on this program is a good use of funds. He said he would rather see the District focus not on what makes us different, but on who we are as people.

Ever Huerta, JBHS student, was called to speak. He thanked the Board and staff for their hard work. He asked if the District could return to the practice of printing the registration packets rather than having them available solely online. He also said that he believes we need to face racism in our District and to learn about our differences rather than focusing on our differences. He pointed out, based on his observations, that on average 50% of the student body is Hispanic.

Robert Gadimian was called to speak. He is opposed to adopting the program "Facing History and Ourselves." He said as an Armenian that he and his children have never been subjected to racism in Burbank schools. He asked them to redeploy this money to help immigrant families with their educational needs.

Albert Saryan was called to speak. He expressed concern about the direction our school district is going with regard to identifying people based on race. He said that the school district's mission is education.

Ripsik Papikyan was called to speak. As a long-time Los Angeles County employee, she expressed her unhappiness about the District's Anti-Racist Statement and teaching younger children about sexuality and the way the government is handling Covid-19.

Grigor Avoundjian was called to speak. He expressed his belief that we should not be teaching students about sexuality in elementary school, but that we should delay this education until 18, the age of consent to marry in the United States. He said that the immune system is the only Covid-19 prevention that people need. He said that people should not be forced to be vaccinated. He is unhappy with the District's Anti-Racism Statement and believes that it will promote division.

Ann Galstyan was called to speak. She said she believes that we are creating sick and racist children and that we are unfairly tracking students' social media posts. She would like the District to track employees' social media as she believes many teachers sexually abuse students. She said that parents should have freedom to teach their children rather than forcing information about sexuality and transgenderism on students.

April Fangio was called to speak. She is upset with how local school boards are trying to make children part of a government system and take decision-making away from their parents. She created a survey for parents on social media regarding masking and vaccination and other topics, and that the results indicated that the parents who completed her survey were against teaching sexuality to students, tracking students'

health status, enforced masking, and that they disagree with the District's Anti-Racist Statement. She asked if the Board was willing to listen to the community.

Patricia Connors, lifelong Burbank resident, was called to speak. She expressed frustration that BUSD is following LAUSD's lead on requiring masking for children and said she is upset with the District's Anti-Racist Statement. She said that the risk to children from Covid-19 is minimal. She does not believe anyone should be required to be vaccinated.

Bill Sebastian, parent, was called to speak. He thanked the Board for their hard work, but said that he feels flustered and has a tough decision to make with regard to the safety of his children returning to school. He is also not sure that asking his children to wait until the last period of the school day to have the opportunity to interact with their teacher is a good idea. He questioned the quarantining and testing measures advocated for by the L.A. County Department of Public Health. He would like our elementary students to be treated differently than secondary students. He is concerned that Covid-19 testing for students will only be done when someone tests positive.

Jerry Mullady, JBHS teacher, was called to speak. He described his experience with Covid-19 and said that it is far more severe than ordinary influenza. He spoke about his frustration with regard to the District's selection of textbooks. He said that, as a White male, he used to believe that discrimination doesn't exist, but as he has gotten older he realizes that discrimination is an issue. He said that the lack of knowledge among Americans regarding the Tulsa Massacre is a good example of why these issues need to be addressed and taught.

Jennafer Hingston was called to speak. She spoke about her experiences last year with distance learning and expressed her concerns with regard to one of her son's teachers who was talking to students about her opinions, rather than just presenting the facts with regard to the Electoral College and the U.S. Constitution. She also expressed her displeasure that her son was taught about pronouns. She said she does not think it is the schools' job to teach about that and asked the District to keep their opinions and their politics to themselves.

8.b Staff Responses

Superintendent Hill thanked all of the speakers. He said that he will work with Assistant Superintendent Kukta with regard to the disabled handicapped parking space. He confirmed that he will not amend the Minutes of the June 23rd Special Board Meeting since the minutes are a summary and not a transcription of meetings. He said that the District will comply with the law and will not ignore vaccine exemptions for individuals with medical or religious exemptions. He said that in order to bring people together regarding race and racism, we do need, as a first step, to face these tough issues with regard to our differences. He said that we are having public and open discussions on these issues and he welcomes the continuing dialogue. He said that tonight we have heard a variety of perspectives regarding the District's proposed precautions to keep our students, staff, and families safe. He thanked Ever Huerta for bringing the student perspective and explained that there are computer stations at the schools to assist parents with the registration packets who don't have connectivity at home. He explained that the California Healthy Youth (sex education) Program is a State of California mandate and parents have the right to review the curriculum and opt out of lessons. He said that America was founded on a White default/supremacy culture and that we need to face that reality and acknowledge it. The founders of the country did not believe all men were equal (i.e. Africans, Indigenious people, etc.) and did not give equal treatment and rights to women. We need to learn from our past history so that we can create a better country. He clarified that we are not requiring the use of masks outside. He encouraged any parent having an issue with a teacher to work directly with the teacher.

8.c Board Members' Comments and Responses

Member Aghakhanian spoke about education and activism and related a personal story about being discriminated against as a young person for his ethnicity and expressed his belief that people need to be educated. He said that the moment he became educated he became an activist. He said that the situation with Covid-19 is evolving and that we need to respond to the changing conditions.

Member Weisberg thanked all of the speakers. She spoke about the history of vaccinations in the U.S. She expressed her belief that we all have biases and that it is important to address them because we work with students. She said that the goal of these initiatives is to promote inclusivity and to celebrate our uniqueness. She said that Critical Race Theory is not being taught in K-12 environments and expressed concern that LGBTQIA+ students and their families who might be listening to tonight's meeting could feel unsafe based on some of the public comments.

Clerk Ferguson thanked all of the speakers and said that he understands their concerns with regard to teaching about race and sexuality. He said that we need to create safe spaces where we can agree to disagree and safe spaces at our school sites for all of our students. He offered to sit down and discuss issues one on one with any of the speakers.

Vice President Tabet thanked all of the speakers for coming tonight. She said that many of the issues that were spoken about are uncomfortable topics. She said that she educated herself on diversity, equity, and inclusion over the summer and that it had altered some of her understanding about these issues and that she feels like this self-education and growth has and will make her a better Board Member.

President Frintner thanked all of the speakers and said that tonight's comments demonstrate that there is a wide variety of opinions with regard to how the District should confront Covid-19, which is an evolving situation. He said that the District will encourage people to continue getting vaccinated as that looks to be the clearest way forward, supplemented by the use of facial coverings. He said that the sexuality curriculum provided by the District is state mandated and age appropriate. He said that there has been considerable discussion about the District's DEI initiatives over the past year and that they are not something BUSD is trying to sneak through. He said that being part of the LGBTQIA+ community is not a lifestyle; it is the way these individuals were born. He spoke about the recent traffic accident and how shaken he was to learn that the victims were young people. He asked everyone listening to please talk to young people about how precious life is.

9. REPORTS TO THE BOARD

9.a Superintendent's Comments

Superintendent Hill said that he realizes that people are frustrated by shifting health guidance on Covid-19 and provisions for Independent Study, but he said that the District will post information as it is received. He encouraged people to continue emailing the District with their concerns.

9.b Report on Facilities and Technology Projects

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on Facilities and Technology Projects, as listed on the Consent Agenda.

Facilities and Technology PP_080521.pdf (OF 28,933)

10. NEW AND/OR UNFINISHED BUSINESS

10.a) Approval of Amended Class Schedule for Dolores Huerta Middle School - **PULLED**

That the Board of Education approve the amended class schedule for Dolores Huerta Middle School, effective August 16, 2021, as presented. **PULLED**

PULLED - DHMS Advisory and Schedule Change (002) (002).pdf

10.b Approval of Agreement Between Burbank Unified School District and Facing History and Ourselves

That the Board of Education approve the Agreement between the Burbank Unified School District and Facing History and Ourselves, effective August 10, 2021 through August 31, 2022, not to exceed $120,000 (up to $60,000 LCAP Professional Development - 01.0-01500.0-00000-21400-5810-7422040 and up to $60,000 In-Person Instruction Grant Professional Development - 01.0-74220.0-11100-10000-5810-7429000) and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Approval of Facing History with Agmt.pdf (OF 28,934)

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.

Vice President Tabet asked for regular updates on the work involved with this program.

10.c Approval of Selected Board Policies and Administrative Regulations: BP/AR 6158: Independent Study

That the Board of Education approve 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 21_6158_Independent Study_080521.pdf (OF 28,935)

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.

10.d Approval of John Burroughs High School Vocal Music Association (Overnight) Field Trip - **TABLED**

That the Board of Education approve the John Burroughs High School Vocal Music Association Powerhouse and Sound Sensations (Overnight) Field Trip request to participate in the Heart of America, New York, Choir Competition in New York, New York from Thursday, March 24, 2022 through Monday, March 28, 2022, as presented.

JBHS VMA Extended Overnight Field Trip NY 8 5 21.pdf - **TABLED**

It was moved by Steve Frintner, and seconded by Armond Aghakhanian, that the Board of Education table the item. The motion carried 4-1-0 with the following roll-call vote: AYES – Frintner, Ferguson, Weisberg, and Aghakhanian. NAYS – Tabet.

10.e Approval of Agreement Lease Buy-Out for Cisco VoIP Equipment with De Lage Landen Public Finance (General Fund)

That the Board of Education approve the Agreement Lease Buy-Out between the Burbank Unified School District and De Lage Landen Public Finance for Cisco VoIP Equipment, not to exceed $1, (01.0-00000.0-00000-91000-7439-7401000) (General Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_ Agreement_ DeLage_Lease BuyOut_080521.pdf (OF 28,936)

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.

10.f 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 8-5-21.pdf

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.

11. CONSENT AGENDA

Clerk Ferguson asked that item 11b. be pulled to be voted on separately as his former partner is listed on the Personnel Report.

11.a Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Board of Education Meeting of July 15, 2021, as presented.

Minutes.07.15.21.pdf (OF 28,938)

11.b Approval of Personnel Report Number 21-22-02

That the Board of Education approve Personnel Report number 21-22-02, covering Certificated and Classified personnel, and consisting of Pages 1 to 28 inclusive, as presented.

Personnel Report.pdf (OF 28,939)

11.c 2020-2021 Purchase Order Report

That the Board of Education approve Purchase Orders for 2020-2021 as listed through July 12, 2021, as presented.

2020-2021 Purchase Order Report.pdf (OF 28,940)

11.d 2021-2022 Purchase Order Report

That the Board of Education approve Purchase Orders for 2021-2022 as listed through July 12, 2021, as presented.

2021-2022 Purchase Order Report.pdf (OF 28,941)

11.e Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $13,606,531.88 and commercial warrants in the total amount of $7,195,374.75, as presented.

Warrants.pdf (OF 28,942)

11.f 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.pdf (OF 28,943)

11.g 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.

Approval of Non-Instructional Consultants.pdf (OF 28,944)

11.h Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between Burbank Unified School District and Inclusive Education and Community Partnership, to provide an inclusive practices training for BUSD CSEA staff, not to exceed $900 (01.0-74260.0-11100-11100-5810-7429000), effective August 5, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services_Inclusive Educaiton and Community Partnership.pdf (OF 28,945)

11.i Ratification of Reimbursement to Parent for Transportation (Special Education)

That the Board of Education, ratify reimbursement to the parent of Special Education Student 960030317 to visit student who attends a Non Public School (NPS), per IEP, not to exceed $1,200, effective July 1, 2021 through December 30, 2021, (01.0-65000.0-50010-36000-5813-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960030317_Parent Reimbursement.docx.pdf (OF 28,946)

11.j Approval of Agreement– California State University, Northridge

That the Board of Education approve the Intern Teaching Agreement between the Burbank Unified School District and California State University, Northridge to provide educational field experience, effective August 6, 2021 and shall remain in effect in perpetuity 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-CSU Northridge.pdf (OF 28,947)

11.k Approval of Agreement– University of St. Augustine

That the Board of Education approve the agreement between the Burbank Unified School District and University of St. Augustine to provide educational field experience, effective August 6, 2021 through August 6, 2026 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-University of St. Augustine.pdf (OF 28,948)

11.l Approval of the Teacher Assignments for 2021-2022

That the Board of Education approve the Teacher Assignments for 2021-2022, as described per Education Codes §44258.2, 44258.3(a), 44258.7(b), (c) & (d), 44263, and 44865, as presented.

Ed Code Teacher Assignments.pdf (OF 28,949)

11.m Adoption of Declaration of Need for Emergency Crosscultural, Language, and Academic Development (CLAD) Permit, Emergency Bilingual, Crosscultural, Language, and Academic Development (BCLAD) Permit, Special Education Limited Assignment Permit (SELAP) Request for Certificated Staff

That the Board of Education Adopt the Declaration of Need for Emergency Crosscultural, Language, and Academic Development (CLAD) Permit and Emergency Bilingual, Crosscultural, Language, and Academic Development (BCLAD) Permit, and Special Education Limited Assignment Permit (SELAP) Requests for Certificated Staff, as presented.

Declaration of Need 2021-2022.pdf (OF 28,950)

11.n Ratification of Agreement for Professional Services with Helios

That the Board of Education ratify the agreement between Burbank Unified School District and Helios, for the services-based software program, effective July 1, 2021 through September 30, 2022, not to exceed $12,478 (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Helios Pro-rated Agmt.pdf (OF 28,951)

11.o Approval of the Disposal of Obsolete Equipment

That the Board of Education approve the disposal of the obsolete equipment, effective August 6, 2021, as presented.

Obsolete Equipment.pdf (OF 28,952)

11.p Approval of Agreement, General Monitoring Services (GMS), District-Wide Fire Alarm Monitoring Services, Various Sites (General Fund)

That the Board of Education approve an agreement between Burbank Unified School District and General Monitoring Services (GMS) for the implementation of the District-Wide Fire Alarm Monitoring, effective January 1, 2022 through December 31, 2024, not to exceed $4,020 (01.0-00100.0-00000-83000-5850-752-1000) General Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AOC_GMS_DistrictWide_General.pdf (OF 28,953)

11.q Acceptance of Notice of Completion, Reliable Floor Covering Inc., Classroom Flooring Replacement in the “Miami Beach” Bungalows at John Burroughs High School (Deferred Maintenance)

That the Board of Education accept the following as completed: Classroom Flooring Replacement in the “Miami Beach” Bungalows at John Burroughs High School, PO# 2200484, not to exceed $39,603 (140-00000.0-00000-85000-6250-432-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Reliable Flooring_JBHS_Def. Maint.pdf (OF 28,954)

11.r Approval of Award of Contract, Dave Bang Associates Inc., Site Prep and Installation of Rubber Surfacing, Bret Harte Elementary School (Bond Fund)

That the Board of Education approve an award of contract between Burbank Unified School District and Dave Bang Associates Inc., for the site prep and installation of rubber surfacing at Bret Harte Elementary School, effective August 6, 2021 through

August 5, 2022, not to exceed $128,566.64 (21.3-00000.0-91006-85000-6170-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Dave Bang_Bret Harte_Bond.pdf (OF 28,955)

11.s Approval of Renewal Agreement for Professional Services, Amtech Elevator Services, District-Wide Elevator Inspection and Maintenance (Restricted Maintenance)

That the Board of Education approve the renewal agreement between Burbank Unified School District and Amtech Elevator Services for a District-Wide Master Maintenance Agreement for the inspection and maintenance of all elevators and wheelchairs, not to exceed $54,329 (01.0-81500.0-00000-81100-5631-752-3100) restricted maintenance, and that the authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AofA, Amtech, Various Sites, Rest. Maint.pdf (OF 28,956)

11.t Ratification of Award of Contract, Dave Bang Associates Inc., Removal and Installation of Rubber Surfacing, Pre-K Play Area at Monterey High School (Deferred Maintenance)

That the Board of Education ratify an award of contract between Burbank Unified School District and Dave Bang Associates Inc., for the removal and installation of rubber surfacing in the Pre-K play are at Monterey High School, effective July 15, 2021 through July 15, 2022, not to exceed $14,607.95 (14.0-00000.0-00000-85000-6170-530-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Ratif_Dave Bang_Monterey_Def. Maint..pdf (OF 28,957)

11.u Ratification of Purchase from Neenah Foundry HQ, Drain Gates (Parts Only), Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education ratify the purchase between Burbank Unified School District and Neenah Foundry HQ for Drain Gates (parts only) for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $3,816.92 (21.3-00000.0-91008-85000-4410-2010000) Bond Fund, as presented.

Ratif_Neenah Foundry_Disney_Bond.pdf (OF 28,958)

It was moved by Charlene Tabet, and seconded by Emily Weisberg, that the Board of Education approve items 11a through 11u, with the exception of item 11b which was voted on separately, as recommended. The motion carried unanimously.

It was moved by Armond Aghakhanian, and seconded by Charlene Tabet, that the Board of Education approve item 11b as recommended. The motion carried 4-0-1 with the following roll-call vote: AYES – Frintner, Tabet, Weisberg, and Aghakhanian. ABSTAIN – Ferguson.

President Frintner announced the employee retirements.

12) ADJOURNMENT

The meeting was adjourned at 9:36 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

8/19/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

TO: Board of Education / Superintendent Consent 8/19/2021

SUBMITTED BY: Sarah Niemann, Assistant Superintendent, Human Resources Services

SUBJECT: Certificated Personnel - Report Number 21-22-03. 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.

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GAL, DEBORAH Washington Elementary School	Elementary Spec Ed Teacher	01.0-65000.0-57602-11100-1110-2160000	100	RA:006 - ST:24 STP: $2690	Began Service 9/8/1988	10/29/2021
LONGTAIN, ROSEANNE Washington Elementary School	Elementary Teacher	01.0-00000.0-11100-10000-1110-2160000	100	RA:006 - ST:24	Began Service 9/4/1986	10/29/2021

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
THOMAS, JENNIFER Thomas Edison Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2020000	100	STP: $1354	Began Service 01/25/2000	7/31/2021
CAMPBELL, ALLISON Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 2/12/2020	7/22/2021
CHAE, DAVID Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 12/21/2020	7/17/2021
HARVEY, BRET Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 9/9/2020	7/21/2021
HIATT, KEVIN Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 9/28/2020	7/21/2021
JACOB, BETH Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	STP: $1345	Began Service 8/21/2006	8/6/2021
MORENO, NATASHA Dolores Huerta Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100		Began Service 8/7/2012	7/23/2021
LEVEIN, KAREN Adult School	Teacher: Adult School Medical Terminology, Medical	11.0-63910.0-41104-10000-1130-5330000	100		Began Service 8/17/2009	7/22/2021

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MENDEZ-CERVANTES, GERARDO	High School Teacher	01.0-06350.0-38000-10000-1110-7910000	20	RA:004 - ST:09		8/9/2021
Burroughs High School	Carpentry - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	80			
NAVA, VALERIA	High School Teacher	01.0-00000.0-11100-10000-1110-4320000	100	RA:003 - ST:03		8/9/2021
Burroughs High School	Math - FTE:100%					
MARTINEZ, IZABELLE	School Nurse	01.0-32120.0-00000-31400-1216-7729000	100	RA:001 - ST:02	Temp to Prob 2	8/9/2021
Health Services	School Nurse - FTE:60%					
AMIT, JAIMIE	Special Ed Teacher	01.0-65000.0-57601-11100-1110-2150000	100	RA:005 - ST:04		8/9/2021
Stevenson Elementary School	Mod/Severe - FTE:100%			STP: $1345		
ALPERT, MADELINE	Teacher	01.0-00000.0-11100-10000-1110-4310000	100	RA:004 - ST:01		8/9/2021
Burbank High School	English - FTE:100%			STP: $1345		
KHODAGOLIAN, VAHIK	Teacher	01.0-00000.0-11100-10000-1110-4310000	100	RA:003 - ST:01		8/9/2021
Burbank High School	Engineering/Physics - FTE:100%			STP: $1345		
SCHWARTZ, SAMANTHA	Teacher	01.0-00000.0-11100-10000-1110-3210000	100	RA:001 - ST:01		8/9/2021
Dolores Huerta Middle School	Science - FTE:100%					
ANGELINI, AMY	Teacher	01.0-01500.0-32000-10000-1110-5300000	100	RA:005 - ST:08		8/9/2021
Monterey Continuation	Social Science - FTE:100%					

ELECTION: PROB IE OR ZERO	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SULLIVAN, CYRITA	Special Education Teacher	01.0-32120.0-57602-11100-1110-7449000	100			8/9/2021
Special Education	Itinerant Special Ed - FTE:100%					5/27/2022

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SHAZARIAN, ARPINE	Elementary Teacher	01.0-00000.0-11100-10000-1110-2030000	100	RA:003 - ST:02		8/9/2021
Emerson Elementary School	Elementary Teacher - FTE:100%					5/27/2022
DAVIS, MAGGIE	Elementary Teacher	01.0-00000.0-11100-10000-1110-2050000	100	RA:003 - ST:01		8/9/2021
Harte Elementary School	Elementary Teacher - FTE:100%					5/27/2022
KALCOFF, GEORGE	Elementary Teacher	01.0-00000.0-11100-10000-1110-2050000	100	RA:005 - ST:12		8/9/2021
Harte Elementary School	Elementary Teacher - FTE:100%					5/27/2022
KHACHIKYAN AYVAZIAN, LILIT	Elementary Teacher	01.0-00000.0-11100-10000-1110-2100000	100	RA:004 - ST:01		8/9/2021
J Miller Elementary School	Elementary Teacher - FTE:100%			STP: $1345		5/27/2022
RAAD, RACHEL	Elementary Teacher	01.0-00000.0-11100-10000-1110-2060000	100	RA:004 - ST:02		8/9/2021
Jefferson Elementary School	Elementary Teacher - FTE:100%					5/27/2022
KENNY, SHELBY	Elementary Teacher	01.0-00000.0-11100-10000-1110-2090000	100	RA:004 - ST:03		8/9/2021
Mc Kinley Elementary School	Elementary Teacher - FTE:100%					5/27/2022
JARAMILLO, CARMELLA	Elementary Teacher	01.0-00000.0-11100-10000-1110-2140000	100	RA:006 - ST:15		8/9/2021
Roosevelt Elementary School	Elementary Teacher - FTE:100%			STP: $1345		5/27/2022

MOORE MYERS, AMBER Roosevelt Elementary School	Elementary Teacher Elementary Teacher-temporary -	01.0-00000.0-11100-10000-1110-2140000	100	RA:004 - ST:15		8/9/2021 5/27/2022
SEYMOUR, DREW Burroughs High School	Teacher English - Temp - FTE:100%	01.0-00000.0-11100-10000-1110-4320000 01.0-01500.0-11100-10000-1110-4322000	60 40	RA:006 - ST:13 STP: $1345		8/9/2021 5/27/2022
GONZALEZ AL-AHMAR, EMILIO Dolores Huerta Middle School	Teacher Music - Temp - FTE:50%	01.0-00000.0-11100-10000-1110-3210000	100	RA:003 - ST:01		8/9/2021 5/27/2022
KLING, SARAH Dolores Huerta Middle School	Teacher Math - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:004 - ST:08 STP: $1345		8/9/2021 5/27/2022
MAHONEY, GERALD Dolores Huerta Middle School	Teacher Math - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:004 - ST:01 STP: $1345		8/9/2021 5/27/2022

ELECTION: TEMPORARY (NON-	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HERNANDEZ, SUSANA Burbank High School	Special Ed Teacher CBI (M/S) - FTE:100%	01.0-65000.0-57602-11100-1110-4310000	100	STP: $2690		8/9/2021 12/31/2021
LEWIS, LAQUANNIA Burbank High School	Teacher PE/DANCE	01.0-00000.0-11100-10000-1110-4310000	100	STP: $1345		8/9/2021 12/31/2021
COMBS, SARAH Luther Middle School	Teacher Science - FTE:100%	01.0-00000.0-11100-10000-1110-3200000	100			8/9/2021 12/31/2021

CHANGE OF ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DODD, SHARIE Adult School	Special Ed Teacher RSP - FTE:100%	01.0-65000.0-57602-11200-1110-7440000 11.0-63910.0-41100-10000-1110-5480000	30 70	RA:006 - ST:24 STP: $2690	Chg from Roosevelt to BAS	8/9/2021
MESQUITA, NICHOLAS Burroughs High School	Teacher AP High School - FTE:100%	01.0-00000.0-11100-11100-1110-4320000	100	RA:005 - ST:03	From Huerta to JBHS	8/9/2021
ROBERTSON, LISA Burroughs High School	Teacher Health - FTE:100%	01.0-00000.0-11100-10000-1110-4320000 01.0-00000.0-38000-10000-1110-4320000	80 20	RA:004 - ST:05	From Stevenson to JBHS	8/9/2021
PACINO, LORI Dolores Huerta Middle School	Tosa - Secondary Level Title I TOSA - FTE:100%	01.0-30100.0-00000-21300-1910-3219000	100	RA:006 - ST:22 STP: $1345	Teacher to TOSA	8/9/2021

CHANGE OF FTE %	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SCHWARTZ, SARAH Thomas Edison Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2020000	100	STP: $1345	Change from .50 Job Share to 1.0 Temp Teacher	8/9/2021 5/27/2022

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
KALOUSTIAN, TIFFANY Roosevelt Elementary School	Curriculum Specialist Leave of Absence - FTE:100%	01.0-01500.0-00000-21300-1910-7420000	100	RA:005 - ST:22 STP: $1345	Parental Bonding LOA	8/9/2021 10/15/2021

KALOUSTIAN, TIFFANY Roosevelt Elementary School	Curriculum Specialist Leave of Absence - FTE:100%	01.0-01500.0-00000-21300-1910-7420000		RA:005 - ST:22 STP: $1345	Child Care LOA through end of school year	10/18/2021 5/27/2022
WHITENER, JOHN Dolores Huerta Middle School	Middle School Teacher Music - FTE:50%	01.0-00000.0-11100-10000-1110-3210000	100	RA:VI - ST:24 STP: $2689	General Purpose LOA 50%	8/9/2021 5/27/2022
GLENN, SUSAN Burroughs High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4320000 01.0-01500.0-11100-10000-1110-4322000	60 40	RA:006 - ST:16 STP: $1345	General Purpose	8/9/2021 5/27/2022

LEAVE OF ABSENCE (UNPAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HOOG, MICHELE Thomas Edison Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2020000	100	RA:004 - ST:13	Home Responsibility LOA 2021-2022	8/9/2021 5/27/2022

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GONZALEZ AL-AHMAR, EMILIO Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		8/9/2021

ELECTION: ADULT SCHOOL	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BOJOLYAN, MARO Adult School	Teacher: Adult School CAD Fashion Design	11.0-63910.0-41104-10000-1130-5330000	100	RA:001 - ST:01	Fall semester 2021	8/21/2021 12/11/2021

STIPEND: CELL	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
YOUNG, RONALD Jefferson Elementary School	Cell Phone Stipend Cell Phone Stipend - FTE:100%	01.0-00000.0-00000-27000-1980-2060000	100	STP: $17	Elementary Principal at Jefferson Elementary School	7/1/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 21-22-03

August 19, 2021
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Auproux, Shari	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Avanecy, Natalie	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Beal, Briana	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Casper, Jennifer	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Collazos, Reynaldo	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Dekay, James	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Dent, Ericca	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Ferrat, Priscilla	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Goldenberg, Jennifer	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Grair, Diane	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Henderson, Jeff	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Howard, Carthleen	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Junkermeier, Joshua	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Kim,Terry	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Kosbab, Brenda	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Kubler, Laura	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Lohr, Jason	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Lopez, Diana	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Manoukian, Zare	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Martinez, Allison	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Mayes, Jessica	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
McKain, Allison	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Miller, Wendy	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Miller, Wendy	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Minasyan, Maria	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Orsini, Marianna	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May
Pelayo, Gricelda	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Redman, Anthony	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Tobin, Jill	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Topalian, Talar	Spec. Ed	Other Hourly-SPED Grant	Hourly	$33.77	6	July
Valencia, Hector	BHS	MOU COVID Extra Class	Hourly	$45.52	9.3	April-May

Retirement

ABRAHAMIAN, Armeneh	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	1.00	32-VI	A	06-29-21	Horace Mann Children's Center Began service 02-05-01
ROMERO, Delfino	Painter	01.0-81500.0-00000-81100-2210-7523000	1.0	48-VI	A	06-25-21	Facilities Services Began service 05-23-95
SEPRAKI, Jasman	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	1.00	32-VI	A	06-30-21	Horace Mann Children's Center Began service 10-02-00
SESSINGHAUS, Kathryn	Director, Food Services	13.0-53100.0-00000-37009-2312-7490000	1.0	B-7	A	12-30-21	Food Services Began service 01-04-11

Resignation

CARANTO, Natacia-Dei	Instructional Assistant-Translator DHH	01.0-65000.0-57602-11104-2110-2160000	.750	33-III	D	07-09-21	Washington Elementary
CARTER, Joel	Behavior Interventionist	01.0-65000.0-57601-31420-2210-7440000	1.0	L-3	C	06-15-21	Special Education
CONSOLI, Lorna	Instructional Assistant-English Language Development	01.0-01500.0-47600-10000-2110-2090000	.750	32-VI	D	07-15-21	McKinley Elementary
GONZALEZ, Stephanie	Instructional Assistant – Special Education	01.0-65000.0-57601-11106-2110-5330044	.75	32-VI	D	07-15-21	Burbank Adult School
GRACIAS, Emmanuel	Custodian	01.0-00100.0-00000-82100-2210-7520025	1.00	35-VI	A	05-20-21	Facilities Services
IACOPELLI, Marc	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-III	D	05-27-21	Special Education
LESLIE LEWIS, Glendy	Instructional Assistant – English Language Development	01.0-01501.0-47600-10000-2110-3200000	.75	32-VI	D	06-07-21	Luther Middle School
ROMERO, Jessica	Health Services Assistant	01.0-00000.0-00000-31400-2210-7720000 01.0-00000.0-00000-31400-2210-7720000	.375 .375	36-VI	D	05-28-21 05-28-21	Health Services
SULLIVAN, Cyrita	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-VI	D	08-08-21	Special Education
TAMAZYAN, Anahit	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2090000	.4375	32-VI	C	06-30-21	McKinley Around the Bell
VILLA-GUARDADO, Gregorio	Network Analyst	01.0-00000.0-00000-77000-2410-7730000	1.0	67-VI	A	07-11-21	Technology Services

Resignation (Continued)

ZAPPIA, Pammie	Instructional Assistant-Special Education	01.0-65000.0-57602-11200-2110-2060000	.750	32-VI	D	05-27-21	Jefferson Elementary

Layoff

ARUTYUNYAN, Knarik	Instructional Assistant-Children's Center	12.0-906010.0-00010-10000-2110-5080000	1.00	32-VI	A	06-30-21	Horace Mann Children's Center
CORNEJO, Yolanda	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.3438	32-VI	A	06-30-21	Horace Mann Children's Center
ERLICH, Jill	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.4688	32-VI	C	06-30-21	Horace Mann Children's Center
ERMINO, Gilda	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2110-2160000	.375	32-III	A	06-30-21	Washington Children's Center
GERGELY, Suzanne	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2110-5300000	.7813	32-VI	A	06-30-21	Monterey Children's Center
HARTOUN MARDIRSAN	Instructional Assistant	12.0-90603.0-00010-10000-2110-5300000	.625	32-VI	A	06-30-21	Monterey Children's Center
Odet	Children's Center	12.0-90602.0-11100-10000-2110-2140000	.375		D	06-30-21	Roosevelt Around the Bell
ISAIAN, Helen	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.4375	32-VI	A	06-30-21	Horace Mann Children's Center
MARTINEZ, Cinthia	Instructional Assistant-Children's Center	12.0-61050.1-00010-10000-2110-5300000	.4688	32-VI	C	06-30-21	Monterey Children's Center
NGUYEN-MAI, Yen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2100000	.375	32-VI	D	06-30-21	Miller Elementary
RATIU, Janet	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2090000	.500	32-VI	D	06-30-21	McKinley Around the Bell
SARKISSIAN, Vanoohi	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.09375	32-VI	A	06-30-21	Horace Mann Children's Center
SERRAO, Philomena	Typist Clerk I	12.0-90601.0-00010-10000-2410-5080000	.250	28-VI	A	06-30-21	Horace Mann Children's Center
TONEKABONI, Seyedeh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2160000	.500	32-III	D	06-30-21	Washington Around the Bell

Leave

CL 0098-21		01.0-00100.0-00000-82100-2210-2030000	1.0	36-VI	A	07-08-21	07-19-21	Human Resources
CL 0229-21		12.0-90603.0-00000-82100-2210-5300000 12.0-61050.1-00000-82100-2210-2160000 12.0-61050.0-00000-82100-2210-2160000 12.0-61050.0-00000-82110-2210-5300000	.0802 .2842 .2842 .0802	33-V	A	06-18-21	06-27-21	Human Resources
CL 0230-21		12.0-61050.0-00000-27000-2410-2160000 12.0-61050.1-00000-27000-2410-2160000	.3125 .3125	43-VI	A	06-18-21	06-27-21	Human Resources
CL 0231-21		01.0-74250.0-57600-11100-2130-5480000		32-I	F	06-17-21	06-26-21	Human Resources
CL 0235-21		01.0-32120.0-00000-82100-2312-7529000	1.0	B5-1	A	07-05-21	07-09-21	Human Resources
CL 0236-21		01.0-00100.0-00000-82110-2410-7520000	1.0	48-VI	A	07-13-21	07-16-21	Human Resources
GONZALEZ, Jorge	Painter	01.0-81500.0-00000-81100-2210-7523000	1.0	48-VI	A	05-20-21	11-19-21	Facilities Services FMLA
HERNANDEZ, Maria	Custodian	01.0-00100.0-00000-82100-2210-7520000	1.0	35-III	A	07-12-21	07-30-21	Facilities Services Child Bonding

Additional Compensation for Longevity

ARZUMANYAN, Anahit	ELD/Office Specialist I	01.0-01501.0-47600-27000-2410-7420000	.500	35-VI	D	06-01-21		Instructional Services 15 yrs., $74/mo.
GUEVARA, Carlos	Custodian	01.0-00100.0-00000-82100-2210-2010000	1.00	35-VI	A	06-01-21		Disney Elementary 15 yrs., $148/mo.
VAZQUEZ, Isidoro	Custodian	01.0-00100.0-00000-82100-2210-2100000	1.00	35-VI	A	06-01-21		Miller Elementary 20 yrs., $197/mo.

Additional Compensation for Bilingual Translation

RODRIQUEZ-AVILA, Arlene	Typist Clerk III	01.0-60100.0-00000-27000-2440-7429000	1.00	35-VI	A	07-01-21		Child Development $94/mo. oral & written translation

Change of Assignment – Classification/Location/FTE

CURRAN, Martin	Intervention Specialist For At-Risk Students	01.0-01500.0-00000-31100-2210-7420000 01.0-32120.0-00000-31100-2210-7429000	.500 .500	53-I	D	08-16-21		Emerson Elementary

Change of Assignment – Classification/Location/FTE (Continued)

MENENDEZ, Juan	Campus Supervision Assistant	01.0-00000.0-00000-83000-2210-4310000	1.0	35-VI	D	08-16-21	Burbank High School
PADILLA, David	Custodian	01.0-00100.0-00000-82100-2210-2130000	1.0	35-V	A	06-30-21	Providencia Elementary
TORRES, Connie	Instructional Assistant-Special Education	01.0-33100.0-57602-11100-2110-2130000	.75	32-IV	D	08-16-21	Providencia Elementary
YOUNG, Amber	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2110-2090000	.75	35-I	D	08-16-21	McKinley Elementary

Change of Assignment – Classification/Location/FTE in Lieu of Layoff

AGHABEGI, Ana	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000	.625	32-VI	D	08-16-21	Stevenson Around the Bell
ANGUINO, AnnaMarie	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2090000	.500	32-VI	D	08-16-21	McKinley Around the Bell
BAKHOS, Ghada	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2100000 12.0-90602.0-11100-10000-2110-2100000	.625 .375	32-VI	D D	08-16-21 08-16-21	Miller Around the Bell
CORNEJO, Yolanda	Instructional Assistant-Children's Center	12.0-61050.1-00010-10000-2110-5300000	.4688	32-VI	C	08-13-21	Monterey Children's Center
DANAO, Zulieka	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2050000	.5625	32-VI	D	08-16-21	Bret Harte Around the Bell
ERLICH, Jill	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2140000	.375	32-VI	D	08-16-21	Roosevelt Around the Bell
EVARTRAZIAN, Alice	Instructional Assistant-Children's Center	12.0-61050.1-00010-10000-2110-5300000 12.0-90602.0-11100-10000-2110-2020000	.500 .3125	32-VI	A D	07-01-21 08-16-21	Monterey Children's Center Edison Around the Bell
GALOUSTIAN, Anahid	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2150000	.5938	32-VI	D	08-16-21	Stevenson Around the Bell
GALSTYAN, Paystar	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2110-2160000	.4375	32-VI	A	07-01-21	Washington Children's Center
GOLASKI, Patricia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2140000	.5625	32-VI	C	08-13-21	Roosevelt Around the Bell

Change of Assignment – Classification/Location/FTE in Lieu of Layoff (Continued)

HYRAPATIAN, Siranoosh	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2110-2160000	.375	32-III	A	08-16-21		Washington Children's Center
ISAIAN, Helen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2060000	.500	32-VI	D	08-16-21		Jefferson Around the Bell
KELLY, Mary	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2140000	.750	32-VI	D	08-16-21		Roosevelt Around the Bell
MELIKIAN, Lilia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2060000	.375	32-VI	D	08-16-21		Jefferson Around the Bell
MIRZAKHANIAN, Alice	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2160000 12.0-90602.0-11100-10000-2110-2160000	.500 .3125	32-VI	D C	08-16-21 08-13-21		Washington Around the Bell
NGUYEN-MAI, Yen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2010000	.4688	32-VI	D	08-16-21		Disney Around the Bell
SARKISSIAN, Vanoohi	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2110-5300000	.7813	32-VI	A	07-01-21		Monterey Children's Center
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2090000	.4375	32-V	C	08-13-21		McKinley Around the Bell
SILVA, Josefina	Instructional Assistant-Primary Language Support	01.0-01500.0-47601-10000-2110-2010000	.375	31-VI	D	08-16-21		Disney Elementary
TAMAZYAN, Anahit	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2010000	.875	32-VI	D	08-06-21		Disney Around the Bell
ZINALVAND, Ayda	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2110-5300000	.625	32-VI	A	07-01-21		Monterey Children's Center

Election – Monthly

WILLIAMS, Teresa	Behavior Interventionist	01.0-01500.0-00000-31420-2211-7440000	1.0	B-1	C	08-02-21		Special Education

Election – Hourly

ACEVEDO, Sylvia	Intervention Specialist For At-Risk Students	01.0-00000.0-00000-31100-2230-7451000 01.0-30100.0-11100-10012-2130-2099000		53-VI	D	06-15-21 06-01-21	06-15-21 06-30-21	Student Services McKinley Elementary
AGHAKHANIAN, Armond	Board Member	01.0-00000.0-00000-71100-2390-7560000		507.00	F	07-01-21	08-31-21	Superintendent's Office

Election – Hourly (Continued)

AGUILAR, Patricia	Custodian	01.0-90711.0-81000-50002-2240-4328000	35-VI	A	06-05-21	06-12-21	Facilities Services
AIDINYANTZ, Linda	Senior Secretary	01.0-00000.0-00000-27000-2430-4321000	40-V	B	06-16-21	06-30-21	Burroughs High School
ALCANTAR, Robert	Custodian	01.0-32120.0-00000-82100-2240-7529000	35-VI	A	05-27-21	05-27-21	Burroughs High School
ALDAOUD, Sahar	Instructional Assistant	12.0-90602.0-11100-10000-2140-2090000	32-I	G	05-06-21	05-06-21	McKinley Day Care Ctr
	Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-I	G	06-28-21	06-28-21	Roosevelt Day Care Ctr
ALEGRIA, Hector	Safety/Utility Custodian	01.0-90711.0-81000-50002-2240-4328000	35-IV	A	06-09-21	06-16-21	Facilities Services
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000	35-VI	A	05-22-21	05-22-21	Burroughs High School
		01.0-32120.0-00000-82100-2240-7529000			05-29-21	05-29-21	
		01.0-90711.0-81000-50002-2240-4328000			06-04-21	06-15-21	Facilities Services
AMBROSE, Liliana	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000	16.24	G	06-01-21	06-30-21	Muir Middle School
		01.0-01500.0-00000-27000-2950-7422000	16.24	G	07-01-21	08-16-21	Huerta Middle School
		01.0-01500.0-00000-27000-2950-7422000	16.24	G	07-01-21	07-31-21	Burbank High School
ARELLANO, Celina	English Language Development Office Specialist I	11.0-63910.0-41102-27000-2410-5330000	35-VI	E	05-18-21	05-18-21	Burbank Adult School
AREVALO, Yahjaira	School Office Manager-Elementary	01.0-30100.0-00000-27000-2430-2099000	43-VI	C	06-15-21	06-30-21	McKinley Elementary
ARMENTA, Hugo	Grounds Technician	01.0-90708.0-81000-50002-2240-7528000	40-VI	A	05-23-21	05-23-21	Facilities Services
ARTERO, Sonia	Custodian	01.0-90711.0-81000-50002-2240-4328000	35-VI	A	06-08-21	06-08-21	Facilities Services
ARZUMANYAN, Anahit	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000	16.24	G	06-01-21	06-30-21	Muir Middle School
		01.0-01500.0-00000-27000-2950-7422000	16.24	G	06-01-21	06-30-21	Instructional Services
		01.0-01500.0-00000-27000-2950-7422000	16.24	G	06-01-21	06-30-21	Muir Middle School
		01.0-01500.0-00000-27000-2950-7422000	16.24	G	07-01-21	07-31-21	Burbank High School
ASKERNEESE, Anne	Intervention Specialist For At-Risk Students	01.0-00000.0-00000-31100-2230-7451000	53-V	D	06-15-21	06-15-21	Student Services
AVILA, Juan	At Risk Intervention Specialist	01.0-74250.0-00000-24200-2230-7409000	53-VI	D	06-01-21	06-02-21	Huerta Middle School
AYALA, Jose R	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000	36-VI	A	06-08-21	06-11-21	Facilities Services
BARBAULD, Brenzel	Fee Based Teacher	11.0-00639.0-41100-10000-2130-5331000	29.51	F	06-17-21	07-22-21	Burbank Adult School

Election – Hourly (Continued)

BARILLAS, Otto	Lead Custodian	01.0-90711.0-81000-50002-2240-4328000	40-VI	A	06-04-21	06-04-21	Facilities Services
BEAUREGARD, Stephanie	Payroll Technician	01.0-32100.0-00000-72000-2440-7479000	45-VI	A	06-01-21	07-31-21	Fiscal Services
BERKOVITZ, Soraida	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000	40-V	D	05-01-21	06-03-21	Special Education
BRUMIT, Melissa	Intervention Specialist For At-Risk Students	01.0-74250.0-00000-27000-2430-5480000	53-VI	D	06-01-21	06-30-21	Instructional Services
BUSSARD, Beverly	Instructional Media Specialist – Middle School	01.0-00000.0-00000-24200-2230-3211000	39-VI	D	06-16-21	06-30-21	Huerta Middle School
CALVO, Karlos	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000	57-V	A	05-01-21	06-30-21	Technology Services
CALZADILLA, Jose	Campus Supervision Assistant	01.0-32120.0-00000-83000-2230-7409000	35-VI	D	05-28-21	05-28-21	Burroughs High School
CAMPBELL, Taylor	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000	40-VI	D	05-26-21	06-03-21	Special Educations
CARRASCO, Janel	Campus Supervision Assistant	01.0-32120.0-00000-83000-2240-7409000	35-VI	D	05-01-21	05-31-21	Burbank High School
CHAMBERS, Laura	Instructional Assistant-Resource Lab	01.0-30100.0-00000-24200-2230-2099000	31-VI	D	06-01-21	06-30-21	McKinley Elementary
CHAVEZ, Edith	Intervention Specialist For At-Risk Students	01.0-00000.0-00000-31100-2230-7451000	53-VI	D	06-15-21	06-15-21	Student Services
CONCHO, Brianna	Instructional Technology Media Specialist	01.0-74250.0-00000-24200-2230-7409000 01.0-74250.0-00000-24200-2240-7409000	38-I	D	06-01-21 06-01-21	06-30-21 06-30-21	McKinley Elementary
CRUZ GOMEZ, Veronica	Custodian	01.0-90711.0-81000-50002-2240-4328000	35-VI	A	06-12-21	06-12-21	Facilities Services
CURRAN, Martin	Instructional Assistant-Special Education	01.0-00000.0-11100-10000-2130-7451000	32-III	D	06-15-21	06-15-21	Student Services
DIAZ, Juan Carlos	Senior Custodian	01.0-90711.0-81000-50002-2240-4328000	36-VI	A	06-11-21	06-11-21	Facilities Services
DORADEA, Manuel	Assistive Technology Technician	01.0-65000.0-50010-27000-2430-7440000	45-III	C	06-08-21	06-30-21	Special Education
ERLICH, Jill	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000	32-VI	A	06-18-21	06-30-21	Horace Mann Children's Center

Election – Hourly (Continued)

EVARTRAZIAN, Alice	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000	32-VI	C	06-18-21	06-30-21	Horace Mann Children's Center
FERGUSON, Steven	Board Member	01.0-00000.0-00000-71100-2390-7560000	507.00	F	07-01-21	08-31-21	Superintendent's Office
FERNANDO, Tina	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000	27-V	D	05-25-21	05-26-21	Miller Elementary
FLORES, Fernando	CC Service Worker	12.0-90603.0-00000-82110-2230-5300000 12.0-61050.1-00000-82110-2230-2160000 12.0-61050.1-00000-82110-2230-5300000 12.0-61050.0-00000-82100-2230-2160000	33-V	D	06-03-21	06-11-21	Child Development
FLORES, Grecia	Payroll Technician II	01.0-00000.0-00000-72000-2440-7551000	47-V	A	06-01-21	06-30-21	Human Resources
FRAZIER, Amanda	Middle School Aide	01.0-32120.0-00000-83000-2230-7409000	34-V	D	06-02-21	06-04-21	Muir Middle School
FRINTNER, Steven	Board Member	01.0-00000.0-00000-71100-2390-7560000	507.00	F	07-01-21	08-31-21	Superintendent's Office
FUNK, Jagene Simmons	Typist Clerk III	01.0-00000.0-00000-72000-2430-7551000	35-I	G	06-10-21	06-10-21	Personnel Services
GALOUSTIAN, Anahid	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000	32-VI	C	06-18-21	06-30-21	Horace Mann Children's Center
GALSTYAN, Paystar	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2160000	32-III	A	07-01-21	08-13-21	Washington Children's Center
GALVEZ, Dario	Safety/Utility Custodian	01.0-32120.0-00000-82100-2240-7529000 01.0-90711.0-81000-50002-2240-4328000	35-II	A	05-27-21 06-08-21	05-29-21 06-14-21	Burroughs High School Facilities Services
GERGELY, Suzanne	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	A	06-01-21	06-30-21	Roosevelt Around the Bell
GEVORKIAN, Makrui	Typist Clerk III	01.0-00000.0-00000-72000-2430-7551000	35-I	G	06-08-21	06-08-21	Personnel Services
GILMORE, Carly	Intervention Specialist For At-Risk Students	01.0-00000.0-00000-31100-2230-2131000 01.0-00000.0-00000-31100-2230-7451000	53-V	D	06-01-21 06-15-21	06-30-21 06-21-21	Providencia Elementary Student Services
GIUMELLI, Silvia	Adult School Learning Center Technician	11.0-63910.0-41106-10000-2130-5331000	35-VI	E	06-01-21	06-30-21	Burbank Adult School
GOLASKI, Patricia	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000	32-VI	C	06-18-21	06-30-21	Horace Mann Children's Center
GREGORIAN, Helga	IT Systems Analyst	01.0-74200.0-00000-77000-2440-7739000	63-VI	A	06-03-21	06-30-21	Technology Services

Election – Hourly (Continued)

GRINNELL, Brenda	Instructional Technology Media Specialist	01.0-74250.0-00000-24200-2230-7409000	38-VI	C	06-16-21	06-18-21	Providencia Elementary
HANADA, Shigeko	Elementary School Aide	01.0-30100.0-11100-10009-2930-2099000	27-VI	D	06-01-21	06-30-21	McKinley Elementary
HARRIS, Kimberly	Instructional Technology Media Specialist	01.0-74250.0-00000-24200-2230-7409000	38-I	D	06-02-21	06-10-21	Miller Elementary
HERRERA, Ignacio	Custodian	01.0-90708.0-81000-50002-2240-7528000	35-III	A	05-23-21	06-13-12	Luther Middle School
HOWARD, Bobby	Senior Custodian	01.0-32120.0-00000-82100-2240-7529000	36-VI	A	05-27-21	05-27-21	Burroughs High School
HYRAPATIAN, Siranoosh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-III	D	06-01-21	06-30-21	Bret Harte Children's Center
ISAIAN, Helen	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000	32-VI	C	06-18-21	06-30-21	Horace Mann Children's Center
JEAN, Lori	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000	32-VI	A	05-28-21	08-13-21	Bret Harte Children's Center
JIMENEZ, Juan P	Grounds Technician	01.0-90708.0-81000-50002-2240-7528000	40-VI	A	06-13-21	06-13-21	Facilities Services
KAUFMAN, Joshua	Discrete Trial Facilitator	01.0-65000.0-57601-11100-2140-7440000	40-V	D	05-01-21	05-31-21	Special Education
KELLY, Mary	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2130-5080000	32-VI	C	06-18-21	06-30-21	Horace Mann Children's Center
KIM, Nancy	Instructional Technology Media Specialist	01.0-00000.0-00000-77000-2440-7731000	39-VI	D	06-21-21	06-25-21	Technology Services
KRUEGER, Joseph	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	D	06-01-21	06-04-21	Roosevelt Around the Bell
KUKAWSKI, John	Campus Supervision Assistant	01.0-32120.0-00000-83000-2240-7409000	35-IV	D	05-01-21	05-31-21	Burbank High School
LARA, Armida	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	C	06-01-21	06-30-21	Roosevelt Around the Bell
LEDEZMA, Reina	Lead Custodian – Secondary	01.0-90708.0-81000-50002-2240-7528000	40-VI	A	06-01-21	06-15-21	Facilities Services

Election – Hourly (Continued)

LEIVA, Nereyda	Instructional Assistant – Special Education	01.0-65000.0-57601-11100-2130-7440000 01.0-65000.0-57601-11100-2140-7440000	32-VI	D	05-01-21 05-01-21	05-31-21 05-31-21	Special Education
LEPATAN, Paul	Lead Technology Support Specialist	01.0-74200.0-00000-77000-2440-7739000	61-VI	A	05-01-21	05-31-21	Technology Services
LEVITT, Edward	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000	29.51	F	06-01-21	06-30-21	Burbank Adult School
LING, Andrew	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000	57-VI	A	05-01-21	05-31-21	Technology Services
LOMBARDI, Giovanni	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000	29.51	F	06-01-21	06-30-21	Burbank Adult School
LOPEZ, Ismael	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000	57-VI	A	06-05-21	06-30-21	Technology Services
LUKIC, Aleksia	Intervention Specialist For At-Risk Students	01.0-00000.0-00000-31100-2230-7451000 01.0-00000.0-00000-31100-2230-2011000	53-IV	D	06-15-21 06-01-21	06-15-21 06-30-21	Student Services Disney Elementary
LUNDBERG, Nuria Basanez	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000	16.24	G	06-01-21	06-30-21	Instructional Services
MARKOSIAN, Alice	Payroll Technician	01.0-32100.0-00000-72000-2440-7479000	45-VI	A	06-01-21	07-31-21	Fiscal Services
McDONALD, Cheryl	Campus Supervision Assistant	01.0-74250.0-00000-24200-2230-7409000 01.0-00000.0-00000-83000-2240-4311000	35-VI	D	06-01-21 05-01-21	06-03-21 05-31-21	Huerta Middle School Burbank High School
McDONALD, Kailey	Instructional Assistant – Special Education	01.0-74250.0-00000-24200-2230-7409000	32-VI	D	06-01-21	06-03-21	Huerta Middle School
MEJIA-LORETO, Pedro	Irrigation Specialist	01.0-90708.0-81000-50002-2240-7528000	48-VI	A	06-13-21	06-13-21	Facilities Services
MELIKIAN, Lilia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	D	06-28-21	06-28-21	Bret Harte Around the Bell
MICHENER, Leslie	Elementary School Aide	01.0-30100.0-00000-27000-2430-2099000 01.0-30100.0-11100-10009-2930-2099000	27-V 27-V	D D	06-01-21 06-01-21	06-30-21 06-30-21	McKinley Elementary
MIRABAL, Tiffany	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000	40-IV	D	06-07-21	06-24-21	Special Education
MORALES, Vivian	Elementary School Aide	01.0-00000.0-11100-10009-2960-7552000	27-I	G	06-30-21	08-31-21	Personnel Services
MORAN, Erin	Intervention Specialist For At-Risk Students	01.0-30100.0-00000-24950-2230-2109000 01.0-00000.0-00000-31100-2230-7451000	53-III	D	01-26-21 06-15-21	01-26-21 06-15-21	Miller Elementary Student Services

Election – Hourly (Continued)

MORENO, Virginia	Community Resource Assistant	01.0-30100.0-47600-27000-2430-2099000	31-V	D	06-01-21	06-30-21	McKinley Elementary
NASRALLAH, Lydia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000	40-III	D	05-01-21	05-31-21	Special Education
NEVAREZ, Silvia	Instructional Assistant-English Language Development	01.0-01500.0-00000-27000-2950-7422000	32-III	D	06-04-21	06-08-21	Miller Elementary
PAIGE, Della	Custodian	01.0-90708.0-81000-50002-2240-7528000	35-VI	A	05-15-21	05-15-21	Burbank High School
PANAMENO IOVINO, Christina	Discrete Trial Facilitator	01.0-65000.0-57601-11100-2140-7440000 01.0-65000.0-57601-11100-2130-7440000	40-III	D	05-01-21 05-01-21	05-31-21 05-31-21	Special Education
PAREDES, Xiomara	Educational Interpreter IV	01.0-65000.0-57602-11104-2130-7440000 01.0-65000.0-57602-11104-2140-7440000	61-VI	D	07-01-21	08-31-21	Special Education
PEREZ, Joseph	Custodian	01.0-90711.0-00000-82100-2240-7428000	40-VI	A	06-01-21	06-30-21	Instructional Services
POZOS, Rosalinda	Community Resource Assistant	01.0-01500.0-00000-27000-2950-7422000	31-V	D	06-01-21	06-30-21	Providencia Elementary
POZOS, Salvador	Custodian	01.0-90708.0-81000-50002-2240-7528000	35-VI	A	06-08-21	06-08-21	Luther Middle School
QUITERIO, Cindy	Executive Assistant – Human Resources	01.0-00000.0-00000-72000-2440-7551000	AA-7	A	06-01-21	06-30-21	Human Resources
REBMAN, Denise	Elementary School Aide	01.0-30100.0-11100-10009-2930-2099000	27-VI	D	06-01-21	06-30-21	McKinley Elementary
RICOTTA, Gail	Discrete Trial Facilitator	01.0-65000.0-57601-11100-2140-7440000	40-VI	D	05-01-21	05-31-21	Special Education
RIOS, Lydia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	C	06-01-21	06-18-21	Bret Harte Children's Center
RIVAS, Yvonne	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2130-5300000	32-V	D	06-08-21	06-08-21	Monterey Children's Center
RODRIGUEZ, Ignacia	Payroll Technician	01.0-32100.0-00000-72000-2440-7479000	45-VI	A	06-01-21	07-31-21	Fiscal Services
RODRIQUEZ-AVILA, Arlene	Typist Clerk III	01.0-60100.0-00000-27000-2440-7429000	35-VI	A	08-10-21	06-30-21	Children's Center Office
ROSEN, Linda	Typist Clerk II	01.0-32120.0-00000-27000-2430-7409000	30-VI	C	06-08-21	06-30-21	Burroughs High School

Election – Hourly (Continued)

RIVAS, Yvonne	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2140000	32-V	D	05-26-21	05-27-21	Roosevelt Around the Bell
SALEH, Farhad	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000	57-VI	A	05-01-21	05-31-21	Technology Services
SARGSYAN, Hermine	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000	27-V	D	05-25-21	05-26-21	Miller Elementary
SARNA, Jon	Intervention Specialist For At-Risk Students	01.0-00000.0-00000-31100-2230-7451000	53-VI	D	06-15-21	06-15-21	Student Services
SHADKAM, Araz	Middle School Aide	01.0-32120.0-00000-83000-2230-7429000	34-V	D	05-27-21	05-27-21	Muir Middle School
SHAHBAZIAN, Shakeh	Middle School Aide	01.0-32120.0-00000-83000-2230-7409000	34-V	D	06-01-21	06-03-21	Muir Middle School
SHAKHNAZARYAN, Marine	Elementary School Aide	01.0-32120.0-00000-83000-2230-7429000	27-V	D	05-25-21	05-26-21	Miller Elementary
SHAPERO, Wendy	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000	29.51	F	06-01-21	06-30-21	Burbank Adult School
SHEETZ, Carol	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000	29.51	F	06-01-21	06-30-21	Burbank Adult School
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2160000 12.0-90602.0-11100-10000-2130-7547000	32-V	D	06-28-21 06-01-21	06-30-21 06-30-21	Washington Children's Center Bret Harte Around the Bell
TABET, Charlene	Board Member	01.0-00000.0-00000-71100-2390-7560000	507.00	F	07-01-21	08-31-21	Superintendent's Office
TAGMAZYAN, Anna	Community Resource Assistant	01.0-01500.0-00000-27000-2950-7422000	31-VI	D	05-27-21	05-27-21	Miller Elementary
TEBBE, Julie	Office Assistant-Elementary	01.0-00000.0-00000-72000-2430-7450000	43-VI	C	07-19-21	07-30-21	Student Services
TORRES, Consuelo	Custodian	01.0-90708.0-81000-50002-2240-7528000	35-VI	A	05-21-21	05-21-21	Burbank High School
TRACE, Timothy	Grounds Technician	01.0-90708.0-81000-50002-2240-7528000	40-VI	A	05-23-21	05-23-21	Facilities Services
URIBE, Elias	At Risk Intervention Specialist	01.0-00000.0-00000-31100-2230-7451000	53-VI	D	06-15-21	06-15021	Student Services
URIBE, Juan M	Grounds Leadperson	01.0-90708.0-81000-50002-2240-7528000	56-VI	A	05-23-21	06-13-21	Facilities Services
VALDEZ ORELLANA, Azael G	Custodian	01.0-00000.0-11100-10009-2960-7552000	35-I	G	07-06-01		Facilities Services

Election – Hourly (Continued)

VANCHIASONG, Pouapheng	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000 01.0-65000.0-57601-11100-2140-7440000 01.0-65000.0-57601-11100-2130-7440000	40-IV	D	06-02-21 05-01-21 05-01-21	06-02-21 05-31-21 05-31-21	Special Education
VAZQUEZ, Isidoro	Custodian	01.0-90711.0-81000-50002-2240-4328000	35-VI	A	06-05-21	06-05-21	Facilities Services
VAZQUEZ, Roxana	Safety/Utility Custodian	01.0-00100.0-00000-83000-2240-7521000	35-VI	A	05-01-21	05-22-21	Facilities Services
WEISBERG, Emily	Board Member	01.0-00000.0-00000-71100-2390-7560000	507.00	F	07-01-21	08-31-21	Superintendent's Office
WILLIAMS, Randall	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5331000	29.51	F	06-01-21	06-30-21	Burbank Adult School
WILLIAMS-BAER, Maureen	Office Assistant-Elementary	01.0-00000.0-00000-72000-2430-7450000	34-VI	C	06-15-21	07-31-21	Student Services
YAEGER, Shannon	Discrete Trial Facilitator	01.0-65000.0-57601-11100-2140-7440000 01.0-65000.0-57601-11100-2130-7440000	40-IV	D	05-01-21 05-01-21	05-31-21 05-31-21	Special Education
ZELAYA, Raul	Lead Custodian – Secondary	01.0-90708.081000-50002-2240-7528000	40-VI	A	05-22-21	05-22-21	Muir Middle School

Election – Summer School

AGUILAR, Melissa	Instructional Assistant – Translator DHH	01.0-65000.0-57602-11104-2130-5480000	33-VI	D	06-07-21	07-15-21	Burroughs High School
ARBOGAST, Julie	Instructional Assistant – Special Education	01.0-65000.0-57602-11100-2130-5480000	33-VI	D	06-07-21	07-15-21	Burroughs High School
ARUTYUNYAN, Kristine	Instructional Assistant – Severe Behavior II	01.0-65000.0-57601-11100-2130-5178000	45-VI	D	06-07-21	07-15-21	Magnolia Park
AVAKIAN, Jacqueline	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
BERKOVITZ, Soraida	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-V	D	06-07-21	07-09-21	Stevenson Elementary
BONILLA, Cindy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-15-21	Burroughs High School
BOYADZHYAN, Armine	Behavior Interventionist	01.0-65000.0-57601-31420-2230-5480000	B12-7	C	06-01-21	07-16-21	Special Education
BRADSHAW, Dionne	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	06-30-21	Burbank Adult School
BROWN, Denise	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-09-21	Stevenson Elementary

Election – Summer School (Continued)

CAFARELLA, Valerie	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
CALZADILLA, Jose	Campus Supervision Assistant	01.0-74250.0-00000-83000-2230-5480000	35-VI	D	06-07-21	07-15-21	Burroughs High School
CAMACHO, Aaron	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-I	D	06-07-21	07-09-21	Stevenson Elementary
CAMPBELL, Amber	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
CAMPBELL, Cheryl	Health Care Instructional Assistant Severely Impaired	01.0-65000.0-57601-11908-2130-5480000	37-VI	D	06-07-21	07-15-21	Burroughs High School
CAMPBELL, Taylor	Discrete Trial Facilitator	01.0-65000.0-57601-11908-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
CAPELLE, Melissa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
CASTILLO, Jeannette	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-I	G	06-07-21	07-15-21	Burroughs High School
CHAMBLEE, Colleen	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-15-21	Burroughs High School
CHILDS, Jennifer	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	D	06-01-21	08-12-21	Edison Around the Bell
COSIO, Teresa	Instructional Assistant – Severely Impaired	11.0-63910.0-41100-10000-2130-5480000 01.0-65000.0-57601-11905-2130-5480000	35-VI	D	06-07-21 07-01-21	06-30-21 07-15-21	Burbank Adult School
CRUZ, Evelyn	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
CRUZ, Guillermo	Campus Supervision Assistant	01.0-74250.0-00000-83000-2230-5480000	35-VI	D	06-07-21	07-15-21	Burroughs High School
CUSUMANO, Cheryl	Health Services Assistant	01.0-74250.0-00000-31400-2230-5480000	36-VI	D	06-07-21	06-24-21	Health Services
DeSIMONE, Tiffany	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
DIAZ, Yajaira	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-II	D	06-07-21	07-15-21	Burroughs High School
DIDONATO, Casey	Campus Supervision Assistant	01.0-74250.0-00000-83000-2230-5480000	35-VI	D	06-07-21	07-15-21	Burroughs High School
DRUCKER-THOMPSON, Jennifer	Instructional Assistant – Special Education	01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21	07-15-21	Burroughs High School

Election – Summer School (Continued)

ESCALANTE, Tevah	Instructional Assistant – Special Education	01.0-74260.0-11100-10000-2130-5480000	32-III	D	06-07-21	07-15-21	Burroughs High School
FERGUSON, Martha	Occupational Therapy Assistant	01.0-65000.0-57601-31400-2230-5480000	53-VI	D	06-07-21	07-15-21	Special Education
FITZPATRICK, Suzanne	Instructional Assistant – Special Education	01.0-74260.0-11100-10000-2130-5480000	32-VI	D	06-07-21	07-15-21	Burroughs High School
FLORES, Jeanette	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
FRAIRE MEZA, Angelica	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Horace Mann
GARFIAZ, Cesar	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-V	D	06-07-21	07-15-21	Burroughs High School
GERGELEY, Susanne	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-I	F	07-01-21	08-12-21	Roosevelt Around the Bell
GEVORGYAN, Gohar	Instructional Assistant – Special Education	01.0-65000.0-57602-11100-2130-5480000	32-IV	D	06-07-21	07-15-21	Burroughs High School
GOMBERG, Gregory	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-I	D	06-07-21	07-09-21	Stevenson Elementary
GOMEZ BARCENAS, Erika	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-V	D	06-07-21	07-09-21	Stevenson Elementary
GONZALEZ, Stephanie	Instructional Assistant – Special Education	11.0-63910.0-41100-10000-2130-5480000 01.0-65000.0-57602-11100-2130-5480000	32-VI	D	06-07-21 07-01-21	06-30-21 07-15-21	Burbank Adult School
GUEFFROY, Katherine	Educational Interpreter III	01.0-65000.0-57602-11104-2130-5480000	54-VI	D	06-07-21	07-15-21	Burroughs High School
GUTIERREZ, Silvia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
HARRIS, Samuel	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
HERRERA, Maria Elena	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
HYRAPATIAN, Siranoosh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-III	D	06-01-21	08-12-21	Bret Harte Around the Bell
KARESH, Raghida	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Stevenson Elementary

Election – Summer School (Continued)

KAUFMAN, Joshua	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-V	D	06-07-21	07-15-21	Burroughs High School
KNOOP, Nicole	Instructional Assistant – Severely Impaired	01.0-65000.0-57601-11100-2130-5480000	35-VI	D	06-07-21	07-15-21	Burroughs High School
KOSZO, Brad	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
KRUEGER, Joseph	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	D	06-01-21	08-12-21	Roosevelt Around the Bell
LANE-LARMOUTH, Suzanne	Instructional Assistant – Severely Impaired	01.0-65000.0-57601-11100-2130-5480000	35-I	D	06-07-21	07-15-21	Burroughs High School
LANGE, Erin	Instructional Assistant - Severely Impaired	11.0-63910.0-41100-10000-2130-5480000 01.0-65000.0-57601-11905-2130-5480000	35-VI	D	06-07-21 07-01-21	06-30-21 07-15-21	Burbank Adult School
LARA, Armida	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	C	06-18-21	08-12-21	Roosevelt Around the Bell
LEIVA, Nereyda	Instructional Assistant – Special Education	01.0-74260.0-11100-10000-2130-5480000	32-VI	D	06-07-21	07-15-21	Burroughs High School
LINDLEY, Amy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-I	D	06-07-21	07-09-21	Stevenson Elementary
LOURENCO, Amanda	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
LOURENCO, Susan	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
LUIZZI, Lydia	Instructional Assistant – Severely Impaired	11.0-63910.0-41100-10000-2130-5480000 01.0-65000.0-57601-11905-2130-5480000	35-VI	D	06-07-21 07-01-21	06-30-21 07-15-21	Burbank Adult School
McCOOLE, Lisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
MELIKIAN, Lilia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	D	06-01-21	08-12-21	Bret Harte Around the Bell
MERCADO, Lisette	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
MIRABAL, Tiffany	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-09-21	Stevenson Elementary
MOHAMED, Yassmin	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Stevenson Elementary
NASRALLAH, Lydia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Horace Mann

Election – Summer School (Continued)

NGUYEN, Loan	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-09-21	Stevenson Elementary
NGUYEN-MAI, Yen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	D	06-01-21	08-12-21	Edison Around the Bell
NONO, Hiba	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-09-21	Stevenson Elementary
OLFATI, Golak	Behavior Interventionist	01.0-65000.0-57601-31420-2230-5480000	B12-3	C	06-01-21	07-16-21	Special Education
OROZCO, Crystal	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-V	D	06-07-21	07-09-21	Horace Mann
PANAMENO IOVINO, Christina	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-15-21	Burroughs High School
PERAZA, Cristina	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Stevenson Elementary
PIPES, Shonta	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-I	D	06-07-21	07-09-21	Stevenson Elementary
RANGSIYAWONG, Ada	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Stevenson Elementary
REINA, Yadira	Instructional Assistant – Translator DHH	01.0-65000.0-57602-11104-2130-5480000	33-II	D	06-07-21	07-15-21	Burroughs High School
RICOTTA, Gail	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
RIOS, Lydia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-V	C	06-18-21	08-12-21	Bret Harte Around the Bell
RITTER, Katarina	Instructional Assistant – Severely Impaired	01.0-65000.0-57601-1110-2130-5480000	35-III	D	06-07-21	07-15-21	Burroughs High School
RIVAS, Yvonne	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-V	D	06-01-21	08-12-21	Roosevelt Around the Bell
ROBLES, Lisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-09-21	Stevenson Elementary
RODRIGUEZ, Daisy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-I	D	06-07-21	07-09-21	Stevenson Elementary
ROJAS, Mai	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-15-21	Burroughs High School
ROMO, Brittany	Instructional Assistant – Translator DHH	11.0-63910.0-41100-10000-2130-5480000 01.0-65000.0-57601-11905-2130-5480000	33-V	D	06-07-21 07-01-21	06-30-21 07-15-21	Burbank Adult School

Election – Summer School (Continued)

ROSENTHAL, Erica	Instructional Assistant – Severe Behavior II	01.0-65000.0-57601-11100-2130-5178000	45-VI	D	06-07-21	07-15-21	Magnolia Park
RUIZ DE CASTILLO, Alicia	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
SANCHEZ, Cynthia	Instructional Assistant Translator DHH	01.0-65000.0-57602-11104-2130-5480000	33-VI	D	06-07-21	07-15-21	Burroughs High School
SANDS, Tamara	Health Services Assistant	01.0-74250.0-00000-31400-2230-5480000	36-VI	D	06-14-21	07-01-21	Health Services
SERMENO, Estela	Instructional Assistant-Primary Language Support	01.0-74260.0-47601-10000-2130-5480000	31-I	F	06-07-21	07-09-21	McKinley Elementary
SETAGHIAN, Veronica	Instructional Assistant – English Language Development	01.0-74260.0-47600-10000-2130-5480000	32-VI	D	06-07-21	07-15-21	Burroughs High School
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-V	D	06-01-21	08-12-21	Bret Harte Around the Bell
SIGUENZA, Lucy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Stevenson Elementary
SILVA, Janet	Instructional Assistant – Severe Behavior II	11.0-63910.0-41100-10000-2130-5480000 01.0-65000.0-57602-11100-2130-5480000	45-VI	D	06-07-21 07-01-21	06-30-21 07-15-21	Burbank Adult School
SILVA, Maritza	Instructional Assistant – English Language Development	01.0-74260.0-47600-10000-2130-5480000	32-VI	D	06-07-21	07-15-21	Burroughs High School
TAIT, Holly	Instructional Assistant – Severely Impaired	11.0-63910.0-41100-10000-2130-5480000 01.0-65000.0-57601-11905-2130-5480000	35-VI	D	06-07-21 07-01-21	06-30-21 07-15-21	Burbank Adult School
TAYLAN, Tristan	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-II	D	06-07-21	07-09-21	Horace Mann
VANCHIASONG, Pouapheng	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-15-21	Burroughs High School
VASQUEZ GRANILLO, Gaudy	Health Services Assistant	01.0-74250.0-00000-31400-2230-5480000	36-I	G	06-10-21	07-15-21	Health Services
WAHE, Collin	Instructional Assistant-Severely Impaired	01.0-65000.0-57602-11100-2130-5480000	35-I	D	06-07-21	07-09-21	Stevenson Elementary change of assignment

Election – Summer School (Continued)

WHITNEY, Joanie	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-VI	D	06-07-21	07-09-21	Stevenson Elementary
WILKEN, Tonya	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-VI	C	06-18-21	08-12-21	Edison Around the Bell
YAEGER, Shannon	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-IV	D	06-07-21	07-15-21	Burroughs High School
YAKHSZYAN, Marine	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-5480000	40-III	D	06-07-21	07-09-21	Stevenson Elementary
YANEZ, Mariana	Behavior Interventionist	01.0-65000.0-57601-31420-2230-5480000	B12-7	C	06-01-21	07-16-21	Special Education
YEGHYAIAN, Reneh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000	32-I	F	06-01-21	08-12-21	Bret Harte Around the Bell

Election – Student Helpers

BAGHOOMIAN, Andrew	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
BURROWS, Connor	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
CRIVELLI, Samuel	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
FLORES, Manuel	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
FLORES, Marco	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
FONSECA, Joshua	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
HARRIS, Jack	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
HERNANDEZ, Justin	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
LEIVA, Damian	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
MANRIQUEZ, Arly	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
MARTINEZ, Gabriela	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
MICHEL, Raechel	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
NG, Kristin	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
PEREZ, Valerie	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education

Election – Student Helpers (Continued)

PINNT, Xander	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
SHEPHERD, Riley	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
SILVA, Aidan	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
SMITH, Abigail	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education
STEINREICH, Daphne	YETP Student Worker	01.0-58100.0-57602-21100-2933-7440000	14.00	F	07-01-21	06-30-22	Special Education

Election – Walk on Coach

AGHAZARIAN, Melani	Short Term Athletic	01.0-90901.0-15001-42000-2171-4318000	14.00	F	06-01-21	06-30-21	Burbank High School
		01.0-90901.0-15001-42000-2171-4318000	14.00	F	06-01-21	06-30-21	Burbank High School
ARAKELYAN, David	Short Term Athletic	01.0-90901.0-15001-42000-2171-4318000	14.00	F	06-01-21	06-30-21	Burbank High School
ASHBY, Robert D	Short Term Athletic	01.0-90904.0-11100-41000-2930-4318100	14.00	F	05-01-21	05-31-21	Burbank High School
BENNETT, Aundra Brandon	Short Term Athletic	01.0-90901.0-15001-42000-2171-4328000	14.00	F	06-01-21	06-30-21	Burroughs High School
BRODIE, Steven Gregory	Short Term Athletic	01.0-90901.0-15001-42000-2171-4328000	14.00	F	06-01-21	06-30-21	Burroughs High School
CALDERON, Nicholas Alexander	Short Term Athletic	01.0-90901.0-15001-42000-2171-4328000	14.00	F	06-01-21	06-30-21	Burroughs High School
ELLIS, Allan Jeremy	Short Term Athletic	01.0-90901.0-15001-42000-2171-4328000	14.00	F	06-01-21	06-30-21	Burroughs High School
HAMANAKA, Glenn Mitsuo	Short Term Athletic	01.0-90901.0-15001-42000-2171-4328000	14.00	F	06-01-21	07-31-21	Burroughs High School
ORTEGA-JENNISON, Martin Ryan	Short Term Athletic	01.0-90901.0-15001-42000-2171-4328000	14.00	F	06-01-21	06-30-21	Burroughs High School
RIGGS, Brady Lee	Short Term Athletic	01.0-00000.0-15001-42002-2171-4320000	14.00	F	05-12-21	05-18-21	Burroughs High School
SIMMONS, Bailey Earlene	Short Term Athletic	01.0-90901.0-15001-42000-2171-4318000	14.00	F	06-01-21	06-30-21	Burbank High School
SOSA, Sidney James	Short Term Performing Arts	01.0-90901.0-17007-41001-2171-3208100	14.00	F	06-01-21	06-30-21	Luther Middle School

Election – Walk on Coach (Continued)

STRANG, Sheila	Short Term Athletic	01.0-00000.0-15001-42002-2171-4320000	14.00	F	06-03-21	06-03-21	Burroughs High School
TEDROW, Hannah Noel	Short Term Athletic	01.0-90901.0-15001-42000-2171-4328000	14.00	F	06-01-21	06-30-21	Burroughs High School
		01.0-90901.0-15001-42000-2171-4328000	14.00	F	07-01-21	07-31-21	Burroughs High School
TER-PETROSSYAN, Sarkis Michael	Short Term Athletic	01.0-90901.0-15001-42000-2171-4318000	14.00	F	06-01-21	06-30-21	Burbank High School

Sarah Niemann

Signature _____

Title: Assistant Superintendent, Human Resources Services

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 07/13/2021 & 07/26/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21000102	BLUM, NANCY A	C/O 1: INCREASE ORDER BY $500.00; CARRYOVER OF PO 20003527; CONSULTANT AGREEMENT; PSYCHOEDUCATIONAL EVALUATIONS; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/16/20 AND 6/4/20	SPECIAL EDUCATION	010	$1,700.00
21002557	VITAL MEDICAL SERVICES LLC	C/O 1: INCREASE BY $138,395.00; PROFESSIONAL SERVICES AGREEMENT; COVID-19 RAPID ANTIGEN TESTING FOR HIGH SCHOOL ATHLETES; ESSER FUNDS; BOARD APPROVED 3/18/21	FISCAL SERVICES	010	$155,995.00
21003517	FILE KEEPERS, LLC	C/O 1: INCREASE ORDER BY $22.50; DOCUMENT SHREDDING SERVICE	LUTHER BURBANK MIDDLE SCHOOL	010	$60.00
		PO Count:	**3**	**Total:**	**$157,755.00**

Printed between 07/13/2021 & 07/26/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	3	$157,755.00
		Total:	**$157,755.00**

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 07/13/2021 & 07/26/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000019	VIRCO MFG CO.	C/O 2: REVISE SPECS; CLASSROOM FURNITURE; BOND FUNDS	PROVIDENCIA ELEMENTARY	250	$2,486.94
22000065	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: REDUCE BY $600.00; 2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$8,900.00
22000379	AMAZON CAPITAL SERVICES	C/O 1: REORDER ITEM; BOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$94.70
22000383	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEM; CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	BURBANK ADULT SCHOOL	010	$97.65
22000442	CROWN CASTLE FIBER LLC	C/O 1: INCREASE BY $1,044.42; BLANKET ORDER; DISTRICTWIDE HIGHSPEED BANDWIDTH INTERNET ACCESS; BOARD APPROVED 5/19/16	TECHNOLOGY SERVICES	010	$2,649.96
22000451	RENTOKIL NORTH AMERICA INC	2021-22 BLANKET ORDER; PEST CONTROL SERVICES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$15,000.00
22000484	RELIABLE FLOOR COVERING, INC	C/O 1: REVISE ACCOUNT STRING; 2122-002 FURNISH AND INSTALL FLOORING @ JBHS BUNGALOWS; CAPITAL FACILITIES FUNDS	FACILITIES SERVICES	250	$39,603.00
22000506	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$125.00
22000507	CENGAGE LEARNING	BOOKS; TITLE III-LEP STUDENT PROGRAM FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,640.21
22000508	AMAZON CAPITAL SERVICES	BOOKS	INSTRUCTIONAL SERVICES	010	$114.13
22000509	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$278.93
22000510	VALLEY BACKFLOW INC	2021-22 BLANKET ORDER; TESTING AND CERTIFICATION OF BACKFLOW PREVENTION DEVICES @ VARIOUS SITES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$20,000.00
22000511	PREMIER PIPE	CARRYOVER OF PO 21003581; PIPE BURSTING AND TIE IN TO CITY SEWER CONNECTION @ WASHINGTON ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$26,240.00
22000512	CSM CONSULTING INC	PROFESSIONAL SERVICES AGREEMENT; E-RATE CONSULTANT; SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS; BOARD APPROVED 6/17/21	TECHNOLOGY SERVICES	400	$33,500.00
22000513	CSM CONSULTING INC	PROFESSIONAL SERVICES AGREEMENT; ADDITIONAL E-RATE COMPLIANCE SERVICES; ELO GRANT; BOARD APPROVED 6/17/21	TECHNOLOGY SERVICES	010	$20,000.00

BOARD DETAIL REPORT

Printed between 07/13/2021 & 07/26/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000514	VITAL MEDICAL SERVICES LLC	PROFESSIONAL SERVICES AGREEMENT; COVID-19 RAPID ANTIGEN TESTING FOR HIGH SCHOOL ATHLETES; DPH COVID TESTING FUNDS; BOARD APPROVED 3/18/21 & 5/6/21	FISCAL SERVICES	010	$94,005.00
22000515	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; K12 STRONG WORKFORCE PROGRAM PATHWAY IMPROVEMENT FUNDS	BURBANK HIGH SCHOOL	010	$96.42
22000516	IXL LEARNING	SOFTWARE LICENSE; STEM GRANT	INSTRUCTIONAL SERVICES	010	$800.00
22000517	EPPORT, KAREN LYNN	CONSULTANT AGREEMENT; SPEECH AND LANGUAGE IEE SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/3/21	SPECIAL EDUCATION	010	$1,600.00
22000518	DR CARLOS A FLORES	CARRYOVER OF PO 21003414; CONSULTANT AGREEMENT; PSYCHOEDUCATIONAL EVALUATION SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/6/21 AND 6/3/21	SPECIAL EDUCATION	010	$5,000.00
22000520	FRONTLINE TECHNOLOGIES	ANNUAL SUBSCRIPTION; ABSENCE AND SUBSTITUTE MANAGEMENT SERVICES; BOARD APPROVED 6/17/21	PERSONNEL SERVICES	010	$27,496.95
22000521	TIME FOR KIDS SUBSCRIPTIONS	MAGAZINE SUBSCRIPTION; ESSER II FUNDS	MUIR MIDDLE SCHOOL	010	$99.00
22000522	UME FEDERAL CREDIT UNION	SOFTWARE LICENSE; BOARD APPROBED 6/17/21	TECHNOLOGY SERVICES	010	$1,249.95
22000523	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIAL FUNDS; BOARD ADOPTED 11/19/20	JOHN BURROUGHS HIGH SCHOOL	010	$3,860.61
22000530	MEDCO SUPPLY CO	ATHLETIC TRAINING SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$2,154.82
22000531	SMART & FINAL STORES CORP	2021-2022 BLANKET ORDER; MEETING SUPPLIES; GIFT FUNDS	SPECIAL EDUCATION	010	$500.00
22000532	UME FEDERAL CREDIT UNION	KITCHEN SUPPLIES; PERKINS GRANT	DOLORES HUERTA MIDDLE SCHOOL	010	$1,572.96
22000533	FILE KEEPERS, LLC	2021-2022 BLANKET ORDER; DOCUMENT SHREDDING SERVICE; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$375.00
22000534	ACCU-CUT SYSTEM	CLASSROOM EQUIPMENT AND SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$3,351.60
22000535	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	250	$1,488.04
22000536	ACSA FOUNDATION FOR EDUCATIONAL ADMIN	2021-22 MEMBERSHIP FOR SUPERINTENDENT; BOARD APPROVED 6/3/21	SUPERINTENDENT´S OFFICE	010	$1,779.40
22000537	CSBA CALIFORNIA SCHOOL BOARDS ASSOC	2021-22 MEMBERSHIP; BOARD OF EDUCATION; BOARD APPROVED 6/3/21	SUPERINTENDENT´S OFFICE	010	$15,197.00
22000538	IHEARTMEDIA + ENTERTAINMENT, INC.	CONSULTANT AGREEMENT; MARKETING SERVICES; ADULT EDUCATION FUNDS; BOARD APPROVED 6/3/21	BURBANK ADULT SCHOOL	110	$30,000.00

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 07/13/2021 & 07/26/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000539	ANGEL MEMORIALS	DONOR WALL ENGRAVING; CITY OF BURBANK-ATHLETIC FIELD FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$250.00
22000540	ACE PAPER COMPANY	WAREHOUSE STOCK; PAPER PENCIL BOXES	WAREHOUSE	010	$2,844.45
22000541	BSN SPORTS	SPORTS EQUIPMENT; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$854.33
22000542	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	INDEPENDENT LEARNING ACADEMY (ILA)	010	$500.00
22000543	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; PERKINS GRANT	LUTHER BURBANK MIDDLE SCHOOL	010	$380.03
22000544	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; PERKINS GRANT	LUTHER BURBANK MIDDLE SCHOOL	010	$280.26
22000545	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; PERKINS GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$391.85
22000546	PITSCO EDUCATION	INSTRUCTIONAL SUPPLIES; PERKINS GRANT	LUTHER BURBANK MIDDLE SCHOOL	010	$2,189.51
22000547	UNITED SITE SERVICES	2021-22 BLANKET ORDER; PORTABLE TOILET RENTAL FOR JBHS, PROVIDENCIA ES & MUIR MS; CITY OF BURBANK JOINT USE FUNDS	FACILITIES SERVICES	010	$14,000.00
22000548	CALIFORNIA FINANCIAL SERVICES	SOFTWARE LICENSE AGREEMENT; KEYANALYTICS; BOND FUNDS; BOARD APPROVED 6/6/19 & 6/17/21	FISCAL SERVICES	213	$60,000.00
22000549	HASA INC	2021-22 BLANKET ORDER; POOL SUPPLIES	FACILITIES SERVICES	010	$22,000.00
22000550	DANIEL GOMEZ dba HEAR & C	ANNUAL AUDIOMETER CALIBRATION; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$750.00
22000551	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTIONS; TITLE I FUNDS	MILLER ELEMENTARY	010	$2,250.98
22000552	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTION; ESSER II FUNDS	MUIR MIDDLE SCHOOL	010	$1,244.31
22000553	SCHOLASTIC INC.	MAGAZINE SUPBSCRIPTION; TITLE I FUNDS	DISNEY ELEMENTARY	010	$1,996.23
22000554	ADORAMA CAMERA	PHOTOGRAPHY EQUIPMENT; PERKINS GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$1,548.22
22000555	ARROW RESTAURANT EQUIPMENT	KITCHEN EQUIPMENT; CHILD NUTRITION SCHOOL PROGRAM FUNDS	LUTHER BURBANK MIDDLE SCHOOL	130	$23,048.93
22000556	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; PERKINS GRANT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$969.07
22000557	AMAZON CAPITAL SERVICES	COMPUTER EQUIPMENT; PERKINS GRANT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,330.46
22000558	LESLIE'S POOLMART, INC.	2021-22 BLANKET ORDER; POOL SUPPLIES	FACILITIES SERVICES	010	$3,000.00
22000559	AMAZON CAPITAL SERVICES	AUDIO VISUAL EQUIPMENT; PERKINS GRANT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,960.65
22000560	UME FEDERAL CREDIT UNION	SOFTWARE LICENSE; BOARD APPROVED 6/17/21	TECHNOLOGY SERVICES	010	$59.95
22000561	CSBA CALIFORNIA SCHOOL BOARDS ASSOC	ANNUAL GAMUT ONLINE SERVICE & MAINTENANCE; BOARD APPROVED 6/17/21	SUPERINTENDENT ´S OFFICE	010	$8,115.00

BOARD DETAIL REPORT

Printed between 07/13/2021 & 07/26/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000566	PROTOCOL AGENCY, INC.	CONSULTANT AGREEMENT; LICENSED VOCATIONAL NURSE SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/17/21	SPECIAL EDUCATION	010	$61,455.16
22000567	LAKESHORE CURRICULUM MATERIAL	CLASSROOM RUG; CHILD DEVELOPMENT FUNDS	Monterey Children´s Center	120	$329.65
22000568	RONDEAU, DEBRA	CONSULTANT AGREEMENT; ORTHOPEDIC IMPAIRMENT SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/17/21	SPECIAL EDUCATION	010	$7,000.00
22000569	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO/VISUAL EQUIPMENT	EDISON ELEMENTARY	010	$237.04
22000570	BEST BUY GOV LLC	WASHER/DRYER; PERKINS GRANT FUNDS	MUIR MIDDLE SCHOOL	010	$2,146.48
22000571	DIGITAL SCEPTER CORPORATION	CARRYOVER OF PO 21002933; RFP 2021-005 E-RATE TECHNOLOGY NETWORK FIREWALL; BOND FUNDS; BOARD APPROVED 3/4/21	TECHNOLOGY SERVICES	213	$14,700.00
22000572	QUINTRON SYSTEMS INC	CARRYOVER PO 21001410; 1314-050 21ST CENTURY CLASSROOM EQUIPMENT & NETWORK RETROFIT PROJECT @ VARIOUS SITES; BOND FUNDS; BOARD APPROVED 12/21/17	TECHNOLOGY SERVICES	213	$8,314.96
22000573	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	MILLER ELEMENTARY	010	$474.08
22000574	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$5,000.00
22000575	NEARPOD INC	SOFTWARE LICENSE; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$7,000.00
22000576	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLY; PERKINS GRANT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$153.35
22000577	FLINN SCIENTIFIC INC	CLASSROOM SUPPLIES; PERKINS GRANT FUNDS	BURBANK HIGH SCHOOL	010	$3,348.56
22000578	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTION; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$1,403.74
22000579	SMART & FINAL STORES CORP	2021-2022 BLANKET ORDER; CULINARY ARTS SUPPLIES	MUIR MIDDLE SCHOOL	010	$5,000.00
22000580	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD APPROVED 3/2/17	INSTRUCTIONAL SERVICES	010	$320.41
22000581	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT; PERKINS GRANT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$1,852.20
22000582	MOE PLUMBING/JOHN KEEFE PLUMBING CO	HYDRO JET AND VIDEO INSPECT LINES AT EMERSON, WASHINGTON, BHS, AND MUIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,769.42
22000583	CPM EDUCATIONAL PROGRAM	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD APPROVED 4/21/16	INSTRUCTIONAL SERVICES	010	$130.34

BOARD DETAIL REPORT

Printed between 07/13/2021 & 07/26/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000584	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD APPROVED 11/19/20	JOHN BURROUGHS HIGH SCHOOL	010	$17,386.95
22000585	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$102.51
22000586	TEXTBOOK WAREHOUSE INC	BOOKS; CONTINUATION EDUCATION-MONTEREY FUNDS	MONTEREY HIGH SCHOOL	010	$127.67
22000587	DAVE BANG & ASSOCIATES INC	DEMOLITION AND INSTALLATION OF RUBBER SURFACING AT MONTEREY HIGH SCHOOL; DEFERRED MAINTENANCE FUNDS; BOARD APPROVED 8/5/21	FACILITIES SERVICES	140	$14,607.98
22000588	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$4,000.00
22000589	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CONTINUATION EDUCATION FUNDS	MONTEREY HIGH SCHOOL	010	$4,500.00
22000590	AMAZON CAPITAL SERVICES	CLASSROOM FURNITURE; CONTINUATION EDUCATION FUNDS	MONTEREY HIGH SCHOOL	010	$375.75
22000591	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$57.31
22000592	WAXIE SANITARY SUPPLY	2021-22 BLANKET ORDER; JANITORIAL SUPPLIES; UNRESTRICTED MAINTENANCE AND SPECIAL EDUCATION FUNDS; OMNIA PB CONTRACT #202329-01	HORACE MANN CHILDREN´S CENTER	010	$14,000.00
22000593	ADEMCO INC DBA ADI	INTERCOM SYSTEM; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,361.38
22000603	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	BRET HARTE CHILDREN´S CENTER	120	$1,000.00
22000604	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	BRET HARTE CHILDREN´S CENTER	120	$1,000.00
22000605	WAXIE SANITARY SUPPLY	2021-22 BLANKET ORDER; CUSTODIAL SUPPLIES; CHILD DEVELOPMENT FUNDS; OMNIA PB CONTRACT #202329-01	BRET HARTE CHILDREN´S CENTER	120	$2,000.00
22000606	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	WASHINGTON CHILDREN´S CENTER	120	$2,000.00
22000607	SOUTHWEST SCHOOL & OFFICE SUPPLY	2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	WASHINGTON CHILDREN´S CENTER	120	$1,000.00
22000608	WAXIE SANITARY SUPPLY	2021-22 BLANKET ORDER; CUSTODIAL SUPPLIES; CHILD DEVELOPMENT FUNDS; OMNIA PB CONTRACT #202329-01	WASHINGTON CHILDREN´S CENTER	120	$4,000.00
22000609	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLY	DOLORES HUERTA MIDDLE SCHOOL	010	$67.27
22000610	FILE KEEPERS, LLC	2021-2022 BLANKET ORDER; DOCUMENT SHREDDING SERVICE	MUIR MIDDLE SCHOOL	010	$150.00

BOARD DETAIL REPORT

Printed between 07/13/2021 & 07/26/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000611	SAN MATEO-FOSTER CITY SCHOOL DISTRICT	2021-22 SUPER CO-OP MEMBERSHIP CONTRIBUTION; CHILD NUTRITION SCHOOL PROGRAM FUNDS; BOARD APPROVED 6/3/21	FOOD SERVICES	130	$757.75
22000612	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$1,632.45
22000613	FIELDTURF USA INC	TURF MAINTENANCE @ BHS & JBHS; CITY OF BURBANK ATHLETIC FIELD FUNDS; BOARD APPROVED 4/15/21	FACILITIES SERVICES	010	$19,000.00
22000614	BAUER, HILARY	REIMBURSEMENT TO VOLUNTEER FOR ART SUPPLIES; FILM LA FUNDS	MUIR MIDDLE SCHOOL	010	$156.80
22000615	BAUER, CHLOE	ARTWORK DESIGN SERVICES; FILM LA FUNDS	MUIR MIDDLE SCHOOL	010	$1,000.00
22000616	HATHAWAY-SYCAMORES	CONSULTANT AGREEMENT; MENTAL HEALTH AND CASE MANAGEMENT SERVICES; SPECIAL EDUCATION MENTAL HEALTH AND STATE MENTAL HEALTH FUNDS; BOARD APPROVED 7/15/21	SPECIAL EDUCATION	010	$195,405.00
22000617	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR MILEAGE EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 7/15/21	SPECIAL EDUCATION	010	$264.32
22000618	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$21.40
22000619	SPECIAL EDUCATION PARENT	CARRYOVER OF PO 21003554; REIMBURSEMENT TO PARENT FOR TRAVEL EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 5/6/21	SPECIAL EDUCATION	010	$1,500.00
22000620	MPI MILLER PLUMBING INC	CARRYOVER OF PO 21002718; BID 2021-003-04 UNDERGROUND SITE UTILITIES & PLUMBING FOR TWO-STORY MODULAR BUILDING PROJECT @ DISNEY ES; BOND FUNDS; BOARD APPROVED 3/4/21 & 3/18/21	FACILITIES SERVICES	213	$223,500.00
22000621	CHALMERS CONSTRUCTION SERVICES INC.	CARRYOVER OF PO 21002721; BID 2021-003-02 DEMOLITION, EARTHWORK & AC PAVING FOR TWO-STORY MODULAR BUILDING PROJECT @ DISNEY ES; BOND FUNDS; BOARD APPROVED 3/4/21 & 3/18/21	FACILITIES SERVICES	213	$373,300.00
22000622	AMS.NET INC	PROFESSIONAL SERVICES AGREEMENT; TECHNOLOGY SUPPORT; BOARD APPROVED 7/15/21	TECHNOLOGY SERVICES	010	$18,400.00
22000623	EMS LINQ INC	SCHOOL NUTRITION & FITNESS WEB HOSTING SERVICES; CHILD NUTRITION SCHOOL PROGRAM FUNDS; BOARD APPROVED 6/17/21	FOOD SERVICES	130	$37,100.00
22000624	DANIEL GOMEZ dba HEAR & C	ANNUAL AUDIOMETER CALIBRATION	Health Services	010	$1,882.69

PO Count: **106** **Total:** **$1,574,614.12**

Printed between 07/13/2021 & 07/26/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	82	$676,601.87
110	Adult Education Fund	1	$30,000.00
120	Child Development Fund	9	$20,604.65
130	Cafeteria Fund	4	$75,906.68
140	Deferred Maintenance Fund	1	$14,607.98
213	Building Fund - 3rd Issuance	5	$679,814.96
250	Capital Facilities Fund	3	$43,577.98
400	Special Res./for Cap. Outlay	1	$33,500.00
		Total:	**$1,574,614.12**

8/19/2021

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	
6990517	6990548				
6991230	6991262				
6997512	6997512				
7002067	7002067				
7002868	7002870				
7003009	7003645				
7006650	7006652				
7005682	7005700				
7006931	7006936				
7007309	7007317				
7008552	7008618				
3436715	3436715				
7010388	7010394				
7010792	7010833				
3380810	3381033				
3394352	3394359				
3404192	3404258				
3408822	3408956				
3421378	3421420				
3426452	3426842				
3440686	3440712				

7/21/21 - 8/10/21 **$ 3,695,719.26**

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:	August 19, 2021
SUBJECT:	Approval of Independent Learning Academy Master Agreement

Background

The Independent Learning Academy (ILA) provides a rigorous academic program through independent study. In independent study, a student is guided by a teacher but usually does not take classes with other students every day, unless he or she is dually enrolled at the ILA and at a middle or high school. The student works independently and meets with a teacher at least once a week. One of the positives of independent study for high school students is that it provides flexible scheduling and allows students the opportunity to develop as self-directed learners. It also allows them to pursue other interests. While independent study students follow the District-adopted curriculum and meet the District graduation requirements, independent study offers flexibility to meet individual student needs, interests, and learning styles.

2021-2022 District-wide Goal(s):

1. Students will be career/college ready via high-quality instruction.

Discussion/Issues

As part of the requirements for an independent study program, the District is required to develop an independent study agreement approved by the governing board. The ILA has developed the Independent Learning Academy Master Agreement to include all of the elements as required by the California Department of Education, including the following: objectives, manner of reporting, methods of study and evaluation, resources, contract timelines, rules, and courses. For 2021-2022, the contract has been adjusted to be compliant with Assembly Bill 130, which addresses daily live interaction for grades 7/8, and one hour per week of synchronous learning for all students.

Fiscal Implications

None.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for the 2021-2022 school year, for 7th through 12th Grade Students, effective August 20, 2021, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Independent Learning Academy

2021-2022 Master Agreement for Secondary Students (Grades 7-12)

Student's Name_____ Date of Birth_____

Age_____ Grade _____ Home Phone _____

Home Address _____City _____ZIP _____

Parent/Guardian 1 Name: _____ Work/Cell Number: _____

Parent/Guardian 2 Name: _____ Work/Cell Number: _____

Duration of Agreement (not to exceed one school year): Start Date _____ End Date_____

School of Enrollment: Burbank Unified Independent Learning Academy (ILA)

Weekly Communication Day: _____

Location of Pupil-Parent-Educator Conferences: 1920 Clark Ave.(rooms behind parking lot); 818-729-5950, ext.33907, option 9

Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

Voluntary Statement: The Independent Learning Academy (ILA) is a continuously voluntary, optional program in which no student may be required to participate. A program with regular classroom instruction is available at any time in a BUSD school for students who live within the boundaries of the District; students who live outside the regular school attendance boundaries of BUSD will be referred to their school district of residence for regular classroom instruction. Independent Learning may be provided for a Section 48915 or 48917 students only if an alternative classroom has been offered and is continually available. The duration of this Master Agreement is no more than one year. (Education Code 51747). Parents/guardians may elect to return their student to regular classroom instruction at any time, but are aware that transfer during a semester may cause their student to be behind in credits which may affect promotion/graduation status. Transfer back must occur within 5 school days of parent/guardian request. (AB 130)

Objectives: The objective of the ILA is for students to develop the skills and knowledge necessary to complete each standards-based course taken to fulfill BUSD graduation requirements. ILA is not an alternative curricular program. Specific goals and objectives for each ILA course are consistent with established District guidelines for coursework delivered in a traditional classroom setting, and are listed on the syllabus for each course.

Manner of reporting: Supervising teachers will provide weekly communication with students and parents/guardians in order to address concerns, student progress and enhance student success in the program. 7th and 8th grade students will be offered daily live interaction. Additionally, all students (7-12th grade) will be offered one hour per week of synchronous instruction. (AB 130) Additional time will also be required to meet District/State mandated testing, which is usually administered in a group setting. (Education Code 51749.5)

Methods of Study and Evaluation: Specific student activities for assignments, as well as how students will be evaluated for progress in each course, are detailed in the syllabus and/or assignment work records for each course. All assignments will be monitored and progress evaluated each week by a teacher in the same manner they would be in a traditional classroom setting. (Education Code 51749.5)

Resources and Support: BUSD will provide teacher services, academic support and counseling as needed. Texts, instructional materials, and devices students require for each course will be provided upon request. A list of specific materials is found on each course syllabus. Students will receive the same access to services, resources, rights and privileges as those in a traditional classroom setting. (Education Code 51749.5)

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the ILA program. Students will be allowed 22 school days to complete a semester course from the initial assignment date. However, when special or extenuating circumstances justify additional time, the Superintendent or designee may honor the written request of a student or his/her parent/guardian to extend the maximum length of time to complete the course, not to exceed an additional 20 days. Students are expected to earn a minimum of five (5) credits every 22 school days of enrollment in the program. Students in grade 12 who do not complete a semester course within the 22 school days may be denied the privilege of participating in the graduation ceremony at their school of residence. If a student is in violation of any of the criteria listed above, an appeal process is available. All appeals will be made to a committee composed of the Principal of the school, the student's counselor, and the Director of Secondary Education. <u>All decisions from the appeal committee are final.</u> Any student who misses three (3) consecutive assignments and/or appointments, and/or fails to meet this minimum requirement to complete assignments and earn credits will be evaluated, to determine whether it is his/her best interest to remain in the ILA and may be subject to dismissal from the program and returned to a traditional classroom setting. (Education Code 51749.5)

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program. More serious violations, including but not limited to possession or use of any controlled substance, dangerous objects or weapons, will result in a recommendation for suspension or expulsion from the Burbank Unified School District.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from ILA, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher.

Independent Learning Academy Academic Honesty Guidelines

Students shall not misrepresent examination materials, research materials, classwork, and/or homework assignments as their own, when in fact they are the work of someone else.

Academic Dishonesty includes but is not limited to the following:

1. Turning in any work, or part thereof, that is not the student's own work;
2. Copying another student's or author's work or class assignment;
3. Allowing another student to copy your work or class assignment;
4. Putting your name on someone else's paper/project;
5. Using a "cheat sheet," cell phone, website or any unauthorized piece of writing on a quiz/test;
6. Giving another student help on an individualized quiz/test;
7. Tampering with the teacher's grade records or tests;
8. Stealing and/or selling quizzes/exams* (*This offense will result in an automatic suspension because of the seriousness of the offense.);
9. Using teacher manuals/solution manuals/online websites/internet searches that have the answer key;
10. Using any material from the Internet without proper citation and appropriate credit.

The teacher grading the class is responsible for determining if academic dishonesty has occurred.

First Offense in a Semester:

- Student will receive a "zero" on the assignment;
- Offense will be recorded in the student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences for subsequent offenses;
- Director will be notified.

Second Offense in the same or any other class in a Semester:

- If the class is an A.P. or Honors class, student may be transferred to a regular class;
- Student will receive a zero on the assignment;
- Student's class grade may be dropped by one letter grade at the teacher and/or supervising teacher's discretion;
- Offense will be recorded in student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences of subsequent offenses;
- Director will meet with the student, parent/guardian and supervising teacher.

Third or Subsequent Offense in the same or any other class in a Semester:

- Student will receive a zero on the assignment;
- Student may be drop/failed, with no attendance credit, from the class in which he/she committed the third or subsequent offense;
- Offense will be recorded in student's records;
- Director will meet with student, parent/guardian, and supervising teacher;
- Student's placement at ILA will be reevaluated and he/she may be sent back to their school of residence or an alternative school.

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom. This agreement must be signed by all parties before the beginning date of instruction. For the 2021-2022 school year only, no later than 30 days after the first day of instruction. (AB 130)

Student Email: _____

Parent 1 Email: _____

Parent 2 Email: _____

SIGNATURES DATE

Student: _____ _____

Parent/Guardian 1: _____ _____

Parent/Guardian 2: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: _____ _____

Other:_____ _____

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:	Rebecca Mieliwocki, Teacher on Special Assignment
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	August 19, 2021
SUBJECT:	Approval of Amended Consultant Agreement for Jill Sullivan

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Background:

The Burbank Unified School District New Teacher Induction program serves to develop the habits, skill sets, and professional dispositions of our newest teachers. Designed to provide a robust web of job-embedded supports, our induction program matches new teachers with a mentor, professional development, and extensive opportunities for reflection and growth under the guidance of highly qualified and trained mentors. This two-year experience features inquiry based learning, the development of individualized learning plans, the collection of artifacts to show the impact of their work, and the chance to demonstrate their competencies in the California Standards for the Teaching Profession. Upon completion of the program, our new teachers are prepared to create safe, engaging, and equitable classrooms where all learners will thrive. Mentor training and development occurs concurrently with the two-year mentor-mentee match to ensure the skills and capacities of our mentor cohort remains strong.

Discussion/Issues:

Ms. Sullivan who is a retired BUSD teacher, was hired as a consultant to provide mentor services for the Induction Program for the school year 2020-2021. The terms of the original Consultant Agreement were from November 20, 2020 through May 28, 2021. Ms. Sullivan attended a mandatory Induction Mentor Training on June 1-2, 2021. The Consultant Agreement will need to be amended so the terms of the agreement extend through June 30, 2021.

Fiscal Impact:

There is no fiscal impact as Ms. Sullivan agreed to perform services for a total not to exceed $3,821.00. Her pay for mentoring and for the training hours does not exceed this amount.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Jill Sullivan to provide mentor services, effective November 20, 2020 through June 30, 2021, in the amount of $3,821.00 (01.0-00000.0-00000-27000-5810-7420025), 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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 3rd of November, 20 20 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Jill Sullivan hereinafter referred to as "Consultant."

Payee's Name Jill Sullivan Daytime Phone Number 818-875-4161

Email Address jewelsulli99@gmail.com

Mailing Address 8855 Riderwood Drive, Sunland, CA 91040

Sponsoring Administrator Sharon Cuseo

Board Approval Date ~~November 19, 2020~~ Amended: August 19, 2021

Account String 01.0-00000.0-00000-27000-5810-7420025

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 X cal STRS Retirement Date June 1, 2019

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 $ ____ per hour☐/ per day ☐/ per session■ for a total not to exceed $ 3,821.00 **Amount to include speaking fee, mileage and any additional fees. June 30, 2021
2. The term of the Agreement shall be the period commencing on November 20, 2020 and terminating on ~~May 28, 2021~~ .
3. Payment Terms: One time payment at completion of services at end of fall semester; one at end of spring semester.
4. Consultant will provide the following services:

   Induction mentor services for new teacher(s).
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.

Assistant Sup't	11-20-2020	Jill Sullivan		11/03/2020
BUSD Authorized Signature/Title	Date	Consultant	Jill Sullivan	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

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:	August 19, 2021
SUBJECT:	Approval of Agreement– California State University, East Bay

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Background
The purpose of the Student Teaching Agreement with California State University, East Bay is to provide students with field experience through practice in schools and classes. Qualified students will assume teaching responsibility for their classroom.

Pursuant to the provisions of Section 44227 of Education Code, the governing board is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution.

Discussion/Issues
This program builds a relationship with California State University, East Bay, which expands the pool of qualified teachers. The District will provide support through field experience in schools and classes of the District for students of the University who are qualified for such assignments.

Fiscal Impact
None

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and California State University, East Bay to provide educational field experience, effective August 20, 2021 through June 30, 2026 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 No._____

CALIFORNIA STATE UNIVERSITY, EAST BAY
STUDENT TEACHING EXPERIENCE AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of **California State University, East Bay**, hereinafter called University, and **Burbank Unified School District**, noted below, hereinafter called the District.

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

SPECIAL PROVISIONS

The TERM of the Agreement is for a period of five fiscal years: **August 20, 2021** through **June 30, 2026.**

GENERAL TERMS

The District shall provide to University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions, such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensation of either party. They shall not replace District staff except as may be necessary as a part of their educational training and subject to any and all applicable laws.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provision credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

University students assigned to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the University to practice teaching in such schools or classes.

University students assigned to practice teaching in the District shall be effective for this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.

UNIVERSITY shall be responsible for damages caused by the negligence of its officers, employees and agents. FACILITY shall be responsible for damages caused by the negligence of its officers, employees and agents.

The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

Execution of this contract is hereby requested.

CALIFORNIA STATE UNIVERSITY, EAST BAY

By Robert Williams

Dean, College of Education & Allied Studies

By Eric Engdahl

Chair, Teacher Education Department

BURBANK UNIFIED SCHOOL DISTRICT

By Sarah Niemann, Ed.D

Superintendent/Designee/Printed

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CERTIFICATION (if applicable)

I, the duly appointed and acting clerk or Secretary of the Governing board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on:_____, 20_____.
Month/Day

"It was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the_____is hereby authorized to execute the same."

_____ _____
School District County

By _____
Clerk, Secretary (strike one) of the Governing Board of the School District

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:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	August 19, 2021
SUBJECT:	Ratification of Rental Agreement, Williams Scotsman Inc., 48'x12' Temporary Mobile Office, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project") over the next two (2) years, including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
To accommodate the many contractors who will be working on site, the District is renting a 48'x12' temporary mobile office with a restroom. On July 26, 2021, the District received a rental agreement for the mobile office for the duration of nine (9) months, extending monthly if necessary, and includes the delivery/return fees.

Fiscal Impact:
$15,984.31 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify a rental agreement between Burbank Unified School District and Williams Scotsman Inc., for a 48'x12' Temporary Mobile Office for the Two-Story Modular Building Project at Walt Disney Elementary School, effective August 3, 2021 through August 3, 2022, not to exceed $15,984.31 (21.3-00000.0-91008-85000-6237-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe
Springs CA 90670-4734

Your WillScot Representative
Elliot Negron, Sales Representative
Phone: 562-903-9206
Email: elliot.negron@willscot.com
Toll Free: 800-782-1500

Contract Number: 1508336
Revision: 1
Date: July 26, 2021

Lease Agreement

Lessee:
Burbank Unified School District
1900 W Olive Ave
Burbank, California 91506

Contact:
Larry Cross
TBD
Burbank, CA 91506
Phone: 818-729-5503
Email: larrycross@burbankusd.org

Ship To Address:

BURBANK, CA 91506 US
Delivery Date (on or about): 08/03/2021

Rental Pricing Per Billing Cycle		Quantity	Price	Extended
48x12 Mobile Office (44x12 Box)		1		$850.00
Bas. Entrance-Steps T2		2	$65.00	$130.00
Restroom - Standard		1	$25.00	$25.00
Property Damage Waiver (11/12)		1	$89.00	$89.00
General Liability - Allen Insurance		1	$22.00	$22.00
Data Hub Rental T2	Pre-Wired CAT-6 Phone & Data	1	$50.00	$50.00
Minimum Lease Billing Period: 9			Total Recurring Building Charges:	$850.00
Billing Cycle: Monthly Bill			Subtotal of Other Recurring Charges:	$316.00
			Total Recurring Charges Per Billing Cycle:	$1,166.00

Delivery & Installation			
CA Transport Delivery Fee	1	$100.00	$100.00
Delivery - Pilot Car	1	$357.14	$357.14
Delivery Freight	1	$652.93	$652.93
Block and Level	1	$653.36	$653.36
Tiedowns into asphalt	8	$114.58	$916.64
		Total Delivery & Installation Charges:	$2,680.07

Final Return Charges*			
CA Transport Return Fee	1	$100.00	$100.00
Tiedown-Asphalt Removal	8	$43.86	$350.88
Return - Pilot Car	1	$357.14	$357.14
Teardown	1	$730.05	$730.05
Return Freight	1	$652.93	$652.93
		Due On Final Invoice*:	$2,191.00
		Total Including Recurring Billing Charges, Delivery, Installation & Return:**	$15,365.07

Scope of Work

*****Pre-payment of last month rent and/or services due on initial invoice***Based on unit availability at time of order***Floor plans provided with quote are renderings and may not be exact to scale***Based on a standard installation by truck on a flat and accessible site***Utilities (Elec, Plumb, Data) by others***No Footers have been quoted*** Special equipment required for install at an additional cost (if needed)***Engineered/Stamped drawings at an additional cost***Permits by others***Feature as Window/Door Security included at no additional charge in quote, however, it may show as a line item on first invoice for inventory purposes. Will not be a monthly reoccurring charge***Essentials Delivery included in Block and Level is a one-time charge and includes furniture/ steps set up fee***18% Surcharge included onto Delivery/Freight***TAXES AND PERSONAL PROPERTY TAX ARE NOT INCLUDED IN QUOTE FIGURES*****

- **Pilots Cars required per local Transportation Authority.**

Summary of Charges

Model: MO4812	Quantity: 1	Total Charges for(1) Building(s): $15,365.07

Williams Scotsman, Inc.
11811 Greenstone Avenue
Santa Fe
Springs CA 90670-4734

Your WillScot Representative
Elliot Negron, Sales Representative
Phone: 562-903-9206
Email: elliot.negron@willscot.com
Toll Free: 800-782-1500

Contract Number: 1508336
Revision: 1
Date: July 26, 2021

Insurance Requirements Addendum

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	MO4812	$33595.00	$3000.00

Lessee: Burbank Unified School District

Pursuant to the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance**: policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than $1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
2. **Commercial Property Insurance**: covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising from the proper use and occupancy of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

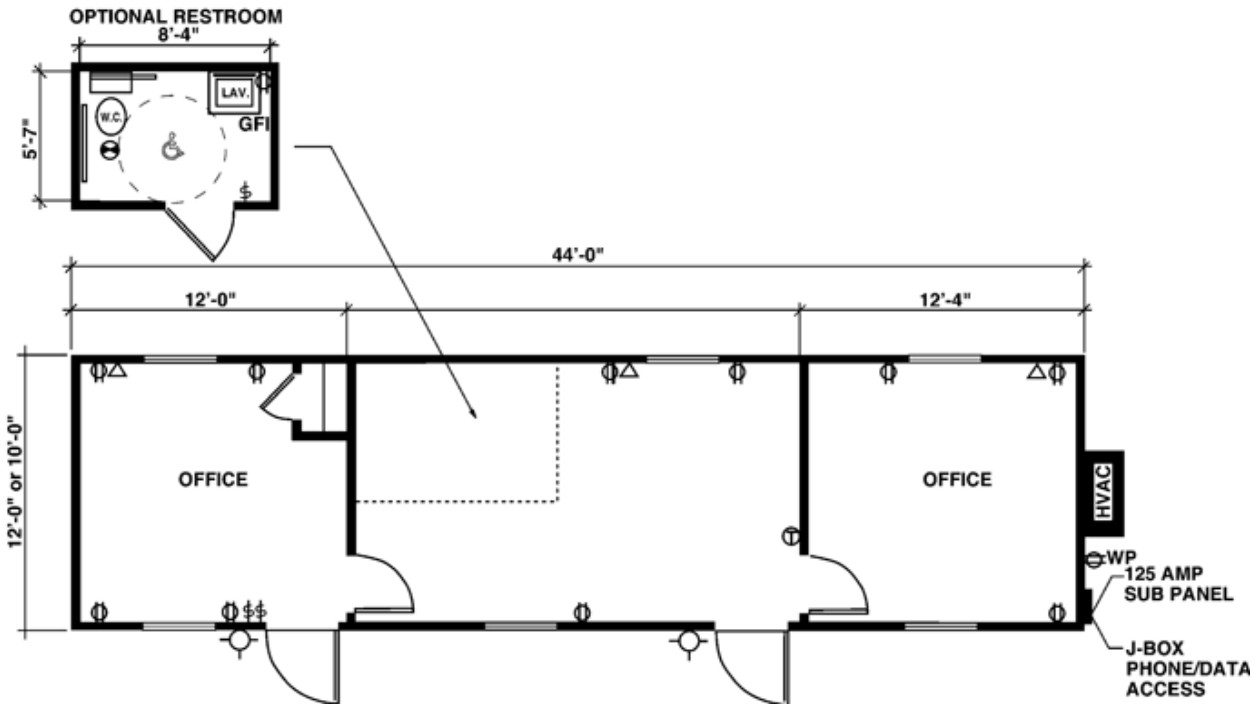
Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee elects to participate in the Lessor's Damage Waiver Program. Lessee understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in the Lease Agreement. Lessee remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement.


OPTIONAL RESTROOM
8'-4"
5'-7"
W.C.
LAV.
GFI
44'-0"
12'-0"
12'-4"
12'-0" or 10'-0"
OFFICE
OFFICE
HVAC
WP
125 AMP
SUB PANEL
J-BOX
PHONE/DATA
ACCESS

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:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	August 19, 2021
SUBJECT:	Approval of Award of Contract, Universal Asphalt, Bid 1920-018, Furnish and Install Blacktop Slurry Seal and Striping, McKinley Elementary School (Deferred Maintenance)

Background:
To maintain a safe surface, the blacktop playground and parking areas at McKinley Elementary are receiving maintenance such as crack filling, striping, and entire surface slurry to seal blacktop.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The District received a proposal dated August 3, 2021, from Universal Asphalt for the blacktop slurry seal and striping at McKinley Elementary School.

Fiscal Impact:
$25,847.50 (Deferred Maintenance)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Universal Asphalt for Seal Coat and Striping at McKinley Elementary School, effective August 20, 2021 through August 19, 2022, not to exceed $25,847.50 (140-00000.0-00000-85000-6170-209-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

BUSD BID #1314-032

2019 ASPHALT UNIT PRICE BID
INDIVIDUAL PROJECT QUOTE

Project Name: McKinley Elementary School Seal Coat and Striping Date: 8-3-21
Site Name: McKinley Elementary School
Address: 349 W. Valencia Ave., Burbank

Pricing Requested by (District Contact): LARRY CROSS

Item #	Description		Bid Price	Quantity	Total Cost
	Group A.1 1" Cap over Existing A.C. Surface: Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
101	Step One Price per Sq. Ft.	500-3,000 sf	2.00		0.00
102	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.25		0.00
103	Step Three Price per Sq. Ft.	6,000-12,000 sf	1.00		0.00
104	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.95		0.00
105	Step Five Price per Sq. Ft.	Over 20,000 sf	0.85		0.00
	Group A.2 2" Cap over Existing A.C. Surface: Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
106	Step One Price per Sq. Ft.	500-3,000 sf	2.50		0.00
107	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.75		0.00
108	Step Three Price per Sq. Ft.	6,000-12,000 sf	1.55		0.00
109	Step Four Price per Sq. Ft.	12,000-20,000 sf	1.45		0.00
110	Step Five Price per Sq. Ft.	Over 20,000 sf	1.40		0.00
	Group B.1 3" A.C. Black Top-not including base or sub-grade preparation: Qualities below Step one will be contracted on a time and materials basis under				
111	Step One Price per Sq. Ft.	500-3,000 sf	3.25		0.00
112	Step Two Price per Sq. Ft.	3,000-6,000 sf	2.50		0.00
113	Step Three Price per Sq. Ft.	6,000-12,000 sf	2.10		0.00
114	Step Four Price per Sq. Ft.	12,000-20,000 sf	1.95		0.00
115	Step Five Price per Sq. Ft.	Over 20,000 sf	1.80		0.00
	Group B.2 4" A.C. Black Top-not including base or sub-grade preparation. Qualities below Step one will be contracted on a time and materials basis under				
116	Step One Price per Sq. Ft.	500-3,000 sf	3.75		0.00
117	Step Two Price per Sq. Ft.	3,000-6,000 sf	3.00		0.00
118	Step Three Price per Sq. Ft.	6,000-12,000 sf	2.55		0.00
119	Step Four Price per Sq. Ft.	12,000-20,000 sf	2.35		0.00
120	Step Five Price per Sq. Ft.	Over 20,000 sf	2.25		0.00
	Group B.3 6" A.C. Black Top-not including base or sub-grade preparation. Qualities below Step one will be contracted on a time and materials basis under				
121	Step One Price per Sq. Ft.	500-3,000 sf	6.00		0.00
122	Step Two Price per Sq. Ft.	3,000-6,000 sf	4.00		0.00
123	Step Three Price per Sq. Ft.	6,000-12,000 sf	4.00		0.00
124	Step Four Price per Sq. Ft.	12,000-20,000 sf	3.75		0.00
125	Step Five Price per Sq. Ft.	Over 20,000 sf	3.50		0.00
	Group C. Portable Building ADA Ramp Transition (Measured at Ramp Face)				
126	Step One 4" max height (Per Details 2101 and 2102)	EA	1,000.00		0.00
127	Step Two 4-6" height (per Details 2101 and 2102)	EA	1,200.00		0.00
128	Step Three 6-8: height (per Details 2101 and 2102)	EA	1,400.00		0.00
129	Step Four 8-10" height (per Details 2101 and 2102)	EA	1,500.00		0.00

	Group D.1 4" Base. Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
130	Step One Price per Sq. Ft.	500-3,000 sf	1.50		0.00
131	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.00		0.00
132	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.75		0.00
133	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.60		0.00
134	Step Five Price per Sq. Ft.	Over 20,000 sf	0.55		0.00
	Group D.2 6" Base. Qualities below Step one will be contracted on a time and materials basis under price group category Q.				
135	Step One Price per Sq. Ft.	500-3,000 sf	1.50		0.00
136	Step Two Price per Sq. Ft.	3,000-6,000 sf	1.10		0.00
137	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.80		0.00
138	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.75		0.00
139	Step Five Price per Sq. Ft.	Over 20,000 sf	0.65		0.00
	Group E. 2 Coasts Seal Coat				
140	Step One Price per Sq. Ft.	500-3,000 sf	0.65		0.00
141	Step Two Price per Sq. Ft.	3,000-6,000 sf	0.35		0.00
142	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.22		0.00
143	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.18		0.00
144	Step Five Price per Sq. Ft.	Over 20,000 sf	0.16	103900	16,624.00
145	Minimum Charge		1,500.00	1	1,500.00
	Group F.1 Traffic Striping-One Coat White, Yellow, or Blue				
146	4" (10cm) Wide Line	Per Lf.	0.45	1330	598.50
147	6" (15cm) Wide Line	Per Lf.	0.65		0.00
148	8" (21cm) Wide Line	Per Lf.	0.80		0.00
149	12" (31cm) Wide Line	Per Lf.	1.20		0.00
150	Traffic Arrow (per detail 2103)	EA	30.00	6	180.00
151	Handicap Symbol (per detail 2104)	EA	65.00	2	130.00
152	Curb Painting	Per Lf.	1.25		0.00
153	Minimum Charge		1,500.00		0.00
	Group F.2 Striping for Outdoor Play Areas: White, Yellow, Blue, or Red				
154	Play Circle (per Detail 2105)	EA	60.00		0.00
155	Play Circle Cross (per Detail 2105)	EA	70.00	1	70.00
156	Tetherball (per Detail 2105)	EA	50.00	3	150.00
157	Hopscotch (per Detail 2105)	EA	75.00	12	900.00
158	Ball Wall (per Detail 2105)	EA	80.00	4	320.00
159	Four Square (per Detail 2105)	EA	80.00	9	720.00
160	Basketball (per Detail 2105)	EA	280.00	3	840.00
161	Volleyball (per Detail 2105)	EA	160.00	1	160.00
162	U.S. Map (per Detail 2106)	EA	3,200.00	1	3,200.00
163	2" Wide Marking for Outdoor Play Areas	Per Lf.	0.40	500	200.00
164	Minimum Charge		1,000.00		0.00
	Group G. Parking Signage (Per details)				
165	Entry Sign-Fence (Detail 2107)	EA	125.00		0.00
166	Stall Sign (No Van Access) Fence Mounted (Detail 2108)	EA	125.00		0.00
167	Stall Sign (With Van Access) Fence Mounted (Detail 2108)	EA	125.00		0.00
168	Upgrade Price (Post Mount)	EA	150.00		0.00
	Group H. Parking Bumpers (Installed)				
169	4' Parking Bumpers (Per Detail 2109)	EA	40.00		0.00
170	6' Parking Bumpers (Per Detail 2109)	EA	50.00		0.00
171	Relocation of Existing Bumper, Incl. New Anchorage	EA	30.00		0.00

	Group I. Petromat: Qualities below Step one will be contracted on a time and materials basis under price group category Q.			
172	Step One Price per Sq. Ft.	500-3,000 sf	0.80	0.00
173	Step Two Price per Sq. Ft.	3,000-6,000 sf	0.65	0.00
174	Step Three Price per Sq. Ft.	6,000-12,000 sf	0.45	0.00
175	Step Four Price per Sq. Ft.	12,000-20,000 sf	0.35	0.00
176	Step Five Price per Sq. Ft.	Over 20,000 sf	0.30	0.00
	Group J. Redwood headers-includes all splices, stakes, etc.			
177	Step One Price 2" x 4" (Detail 2110)	plf	4.00	0.00
178	Step Two Price 2" x 6" (Detail 2110)	plf	4.50	0.00
	Group K. Pulverize Existing Asphalt			
179	Step One Price per Sq. Ft.	8,000-20,000 sf	0.55	0.00
180	Step Two Price per Sq. Ft.	20,000-40,000 sf	0.40	0.00
181	Step Three Price per Sq. Ft.	Over 40,000 sf	0.35	0.00
182	Minimum Charge for Quantities below 8,000 sf		5,500.00	
	Group L.1 Removal of Existing Concrete up to 4" thick - (Unreinforced): Qualities below Step one will be contracted on a time and materials basis under price group			
183	Step One Price per Sq. Ft.	500-1,000 sf	3.50	0.00
184	Step Two Price per Sq. Ft.	1,000-3,000 sf	2.00	0.00
185	Step Three Price per Sq. Ft.	3,000-6,000 sf	1.50	0.00
186	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.30	0.00
187	Step Five Price per Sq. Ft.	Over 12,000 sf	1.25	0.00
	Group L.2 Removal of Existing Concrete up to 4" thick (Reinforced): Qualities below Step one will be contracted on a time and materials basis under price group			
188	Step One Price per Sq. Ft.	500-1,000 sf	4.50	0.00
189	Step Two Price per Sq. Ft.	1,000-3,000 sf	3.00	0.00
190	Step Three Price per Sq. Ft.	3,000-6,000 sf	2.00	0.00
191	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.50	0.00
192	Step Five Price per Sq. Ft.	Over 12,000 sf	1.30	0.00
	Group L.3 Removal of Existing Asphalt up to 4" thick: Qualities below Step one will be contracted on a time and materials basis under price group category T.			
193	Step One Price per Sq. Ft.	500-1,000 sf	3.25	0.00
194	Step Two Price per Sq. Ft.	1,000-3,000 sf	2.00	0.00
195	Step Three Price per Sq. Ft.	3,000-6,000 sf	1.30	0.00
196	Step Four Price per Sq. Ft.	6,000-12,000 sf	1.05	0.00
197	Step Five Price per Sq. Ft.	Over 12,000 sf	0.80	0.00
198	Per additional inch of thickness	psf	0.12	0.00
	Group M. Sawcutting			
199	Concrete (per lf)	Under 20 lf	350.00	0.00
200	Concrete (per lf)	Over 200 lf	2.00	0.00
201	Asphalt (per lf)	Under 200 lf	350.00	0.00
202	Asphalt (per lf)	Over 200 lf	2.00	0.00
203	Minimum Charge		700.00	0.00
	Group N. Removal of Existing Sod			
204	Step One Price per Sq. Ft.	0-500 sf	2.50	0.00
205	Step Two Price per Sq. Ft.	500-1,000 sf	1.75	0.00
206	Step Three Price per Sq. Ft.	1,000-3,000 sf	1.15	0.00
207	Step Four Price per Sq. Ft.	3,000-6,000 sf	1.10	0.00
208	Step Five Price per Sq. Ft.	6,000-12,000 sf	1.00	0.00
209	Step Six Price Per Sq. Ft.	Over 12,000 sf	1.00	0.00
	Group O. Grading, Scarifying, Recompacting, etc.			

210	Manual Grading	psf	0.15	0.00
211	Mcahine Fine Grading	psf	0.15	0.00
212	Cut/Fill On Site Soil	pcy	20.00	0.00
	Group P. Excavate and Export Native Soils			
213	Step One Price Per Cubic Yard	0-6 cy	100.00	0.00
214	Step Two Price Per Cubic Yard	6-20 cy	75.00	0.00
215	Step Three Price Per Cubic Yard	20-100 cy	65.00	0.00
216	Step Four Price Per Cubic Yard	100-200 cy	50.00	0.00
217	Step Five Price Per Cubic Yard	Over 200 cy	50.00	0.00
	Group Q. Small Paving Projects, Asphalt Crack Repair, Pot Hole Patching, etc.			
218	Hourly Rate (per 3 man crew)	per hour	500.00	0.00
219	Material Cost Asphalt	per ton	100.00	0.00
220	Material Cost Base	per ton	20.00	0.00
221	Material Cost Petromat	psf	1.00	0.00
	Group R. Rubberized Crack Repair (includes specified preparaton)			
222	Step One Price per Lf.	0-500 lf	3.00	0.00
223	Step Two Price per Sq. Lf.	500-2,000 lf	2.00	0.00
224	Step Three Price per Sq. Lf.	2,000-4,000 lf	1.75	0.00
225	Step Four Price per Sq. Lf.	4,000-6,000 lf	1.50	0.00
226	Step Five Price per Sq. Lf.	Over 6,000 lf	1.35	0.00
	Group S. Cold Planing			
227	Machine Cold Planing per hour		300.00	0.00
	Group T. Unforseen Conditions			
228	Mark up for Sub-Contractors or Labor (percent markup)		15%	
229	Mark up for Materials (percent markup) (Maynot exceed 15%)		15%	
230	General Laborer	phr	75	0
231	Operating Engineer	phr	90	0
232	Teamster	phr	75	0
233	Foreman	phr	100	0
234	Superintendent	phr	100	0
235	2 man survey crew	phr	200	0
236	3 man survey crew	phr	300	0
237	Estimator/Scheduler	phr	100	0
238	Temporary Fence Driven Posts	plf	6	0
239	Temporary Fence T-Stand 10' panel	each	60	0
240	Temporary toilet	per month	300	0
241	Mark up for Bonding when required (percent mark up)		%1_____	255

PROJECT TOTAL: **$25,847.50**

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:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	August 19, 2021
SUBJECT:	Approval of Additive Change No. 1 for Professional Services, Massadi Enterprises, In-Plant Inspection Services for Elevator, Two-Story Modular Building Project, Walt Disney Elementary School (Growth Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project") over the next two (2) years, including related site improvements at the Walt Disney Elementary School site. This building will include two stairways and an elevator.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
On March 18, 2021, the Board of Education approved Earth Systems to act as the Geotechnical Consultant as well as the In-Plant Inspector for the new elevator being installed as part of the two-story modular project at Disney Elementary. However, Earth Systems was not qualified to do DSA inspections so Massadi Enterprises, will complete the DSA inspections for this project.

Fiscal Impact:
$1,200 increase for a revised total of $3,000 (Growth Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an additive change order between Burbank Unified School District and Massadi Enterprises for In-Plant Inspection Services for the Two-Story Modular Building Project Elevator at Walt Disney Elementary School, not to exceed $3,000 (25.0-00000.0-91008-85000-6281-201-0000) Growth Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The $1,200 increase, which brings the not to exceed to $3,000, is due to the additional hours to complete this project with certification, that were not included in the initial scope.

Massadi Enterprise

2007 North 6th st Burbank ca, 91504

Change Order

07-27-21

To whom it may concern:

Re: Disney In plant elevator Ins

This Change order is for the additional hours it will take to complete this project with certification. This will be the only change order for this project. No additional funds will be needed to complete this project

Amount that needs to be added to the original PO amount

$1200.00

Original PO amount $1800
Change order amount $1200
Total $3000

If you have any questions regarding this proposal please call Brian Misino
(818)521-1416

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:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	August 19, 2021
SUBJECT:	Approval of Additive Change No. 1 and No.2, Western Allied Corp., CUPCCAA Bid 2021-002, Installation/Conversion of Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School (Bond Fund)

Background:
The District is in the process of retrofitting the HVAC system in the auditorium at Stevenson Elementary School. A job walk was held on February 11, 2021; four (4) contractors attended. The bid closed on February 26, 2021; Western Allied Corp. was the only contractor to submit a bid package and a Notice of Intent to Award was sent to the vendor on March 5, 2021.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
Western Allied Corp. will provide all labor, materials, appliances, and tools necessary for the installation/conversion of an existing furnace unit (Reznor PGBL-400 12,000 CFM) into an HVAC unit system as specified and indicated in the scope of work. The District will provide the Equipment-Carrier Condensing Unit Model #38APD03054-12020/Serial #2919Q65819 (30) Ton DX Unit; all other equipment and supplies will be provided by the contractor. The special-order Evaporative Coil Unit must be purchased from Coilmen Plus, Model #3EJ1206B 36"x68" Coil Unit.

Financial Impact:
$9,486 ($7,054 for No.1 and $2,432 for No.2) increase for a revised total of $93,810 (Bond Fund)

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change order No.1 and No.2 between Burbank Unified School District and Western Allied Corp., CUPCCAA Bid 2021-002, for the Installation/Conversion of the Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School, not to exceed $93,810 (21.3-00000.0-91003-85000-6230-2150000) Bond Fund and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The increased amount of $7,054 for change order No.1 and $2,432 for change order No.2, bringing the total not to exceed amount to $93,810, is for the additional Copper and Dx Coil and extra electrician work that were not included in the initial scope.

CHANGE ORDER

PROJECT:	Stevenson Elementary HVAC	Change Order No.:	001	Date:	7/20/2021
CONTRACTOR:	Western Allied				

ITEM NO.	PCO NO.	CHANGE DESCRIPTION	AMOUNT
26	001	Increase in Copper & AX Coil	$ 7,054 -
			$ -
			$ -
			$ -
			$ -

CONTRACT PRICE ADJUSTMENT

Original Contract Price	$ 84,324 -
Net Change by Previously Authorized Change Orders	$ -
Adjusted Contract Price Prior to This Change Order	$ -
Amount of This Change Order INCREASE	$ 7,054 -
Amount of This Change Order (DECREASE)	$ -
New Adjusted Contract Price Including This Change Order	$ 91,378 -

CONTRACT TIME ADJUSTMENT

1. X No time adjustment.
2. ___ Add 0 compensable days.
3. ___ Deduct 0 compensable days.
4. ___ Add 0 non-compensable days.
5. ___ TBD: Critical path Analysis to be Submitted.
6. ADJUSTED CONTRACT TIME: _____

This Change Order is enforceable and binding only if: (i) executed on behalf of the Construction Manager, Architect, Contractor and District and (ii) approved by the District's Board of Trustees. The Contract Time and Contract Price adjustments of Change Order are the full and final adjustments for the items/work subject to this Change Order. The Contractor releases any other right or claim to adjustment of the Contract Price or Contract Time for the items/work subject to this Change Order; the foregoing includes waiver of rights under Civil Code §1542.

Submitted By CONTRACTOR: Michael Gallagher — 7/20/2021

Signature — Date

Michael Gallagher — President

Printed Name — Title

Reviewed By ARCHITECT:

Signature — Date

Printed Name — Title

Reviewed By CONSTRUCTION MANAGER:

Signature — Date

Printed Name — Title

Reviewed By DISTRICT: — 7/29/21

Signature — Date

Larry Cross — *Dierector of Facilities*

Printed Name — Title

Approved Following Board of Trustees Approval:

Signature — Date

Printed Name — Title

CHANGE ORDER

PROJECT: Stevenson Elementary HVAC	Change Order No.: 002	Date: 7/26/2021

CONTRACTOR:

ITEM NO.	PCO NO.	CHANGE DESCRIPTION	AMOUNT
27	002	Extra Scope for Electrician	$ 2,432 -
			$ -
			$ -
			$ -
			$ -

CONTRACT PRICE ADJUSTMENT

Original Contract Price	$ 84,324 -
Net Change by Previously Authorized Change Orders	$ -
Adjusted Contract Price Prior to This Change Order	$ -
Amount of This Change Order INCREASE	$ 2,432 -
Amount of This Change Order (DECREASE)	$ -
New Adjusted Contract Price Including This Change Order	$ 86,756 -

CONTRACT TIME ADJUSTMENT

1. X No time adjustment.
2. ___ Add 0 compensable days.
3. ___ Deduct 0 compensable days.
4. ___ Add 0 non-compensable days.
5. ___ TBD: Critical path Analysis to be Submitted.
6. ADJUSTED CONTRACT TIME: _____

This Change Order is enforceable and binding only if: (i) executed on behalf of the Construction Manager, Architect, Contractor and District and (ii) approved by the District's Board of Trustees. The Contract Time and Contract Price adjustments of Change Order are the full and final adjustments for the items/work subject to this Change Order. The Contractor releases any other right or claim to adjustment of the Contract Price or Contract Time for the items/work subject to this Change Order; the foregoing includes waiver of rights under Civil Code §1542.

Submitted By CONTRACTOR: Michael Gallagher — 7/26/2021
Signature — Date
Michael Gallagher — President
Printed Name — Title

Reviewed By ARCHITECT:
Signature — Date
Printed Name — Title

Reviewed By CONSTRUCTION MANAGER:
Signature — Date
Printed Name — Title

Reviewed By DISTRICT: — 7-29-21
Signature — Date
Cary Cross — Dierector of Facilities
Printed Name — Title

Approved Following Board of Trustees Approval:
Signature — Date
Printed Name — Title

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:	Crystal Cozakos, Facilities, Operations and Construction Technician
SUBMITTED BY:	Larry Cross, Director of Facilities
DATE:	August 19, 2021
SUBJECT:	Ratification of an Award of Contract, Intercom Clock & Signal Service (ICS), District-Wide Cellular Monitoring Services, Various Sites (General Fund)

Background:
Due to constant outages/lack of connection from the old landlines that connect to the fire alarm system, the phone system was transferred to cellular services throughout the District to provide connection to the fire alarm company in Spring 2019. ICS installed cell dialers at 18 sites (Disney, Emerson, Harte, Jefferson, McKinley, Miller, Providencia, Roosevelt, Washington, Luther, Huerta, Burbank High, Burroughs, Horace Mann, Adult School, Stevenson, Muir, and CDS).

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The agreement will further the implementation of a District-Wide fire alarm monitoring program and will be renewed on an annual basis to continue to monitor the cellular services at each site.

Fiscal Impact:
$1,795 (General Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an award of contract between Burbank Unified School District and Intercom Clock & Signal Service (ICS) for cellular service monitoring for the District-Wide fire alarm phone system, effective July 1, 2021 through June 30, 2022, not to exceed $1,795 (01.0-00100.0-00000-83000-5850-752-1000) General Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

ICS SERVICE CO.

3289 TradeCenter Dr.
Riverside, CA 92507

Mailing:
ICS Service Co.
P.O. Box 5255
Riverside, CA 92517

Phone: 951-683-3637 FAX: 951-683-3034

www.icsservice.net

Estimate

Date	Estimate #
8/6/2021	101081

Name / Address
Burbank USD 510 S. Sheldon Street Burbank, Ca 91506-2818

P.O. No.	Terms	REP	Project
	Net 30		Cell Com

Item	Description	Qty	Cost	Total
Monitoring	Disney	12	8.29	99.48
Monitoring	Emerson	12	8.29	99.48
Monitoring	Harte	12	8.29	99.48
Monitoring	Jefferson	12	8.29	99.48
Monitoring	McKinley	12	8.29	99.48
Monitoring	Miller	12	8.29	99.48
Monitoring	Providencia	12	8.29	99.48
Monitoring	Roosevelt	12	8.29	99.48
Monitoring	Washington	12	8.29	99.48
Monitoring	Luther	12	8.29	99.48
Monitoring	Jordan	12	8.29	99.48
Monitoring	Burbank High	12	8.29	99.48
Monitoring	Burroughs	12	8.29	99.48
Monitoring	Mann	12	8.29	99.48
Monitoring	Adult	12	8.29	99.48
Monitoring	Stevenson	12	8.29	99.48
Monitoring	Muir	12	8.29	99.48
Monitoring	CDS	12	8.29	99.48
	Cellular Service Only- Monitoring of systems by District Direct- Fiscal Year 21-22			

Subtotal	$1,790.64
Sales Tax (9.5%)	$0.00
Total	$1,790.64

By Signing Above, You Agree to the Terms and Conditions Set Forth

This Estimate is valid for a term shown above. Completion of project to be determined upon commencement of work.