**BURBANK UNIFIED SCHOOL DISTRICT**
**BOARD OF EDUCATION**
REGULAR MEETING

Monday, August 11, 2025

**5:00 p.m. - Closed Session**
**6:00 p.m. Public Session**

District Office Boardroom
1900 W. Olive Avenue, Third Floor
Burbank, California 91506

**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

1.a NOTICE TO THE PUBLIC
The District is providing alternatives to in-person attendance for viewing and participating. Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction during one of the three Public Comments sections.

Instructions for Virtual Public Speakers Who Wish to Address the Board:

1. Speakers who wish to provide a Public Comment virtually should sign up at this link: https://forms.gle/NHc8n1jf443ZoWKz5 3pm on Wednesday, August 8th. Please indicate if your comment pertains to (1) an item on this agenda, or (2) a subject within the jurisdiction of the Board of Education. Closed Session Public Comments must be given in person.

2. The Zoom Webinar will open at 5:30 p.m. Speakers are asked to rename their Zoom profile to indicate their full name to expedite this process. Please note that only those individuals who have signed up to speak prior to 3:00 p.m. on the day before, will be allowed to enter the Zoom Webinar. Speakers will receive an email Wednesday afternoon with the Zoom Webinar login details.

3. When it is time for a speaker to address the Board, the speakerâ€™s name will be called and the speaker should activate their microphone and camera. Speakers must be present in the Zoom Webinar when their name is called in order to address the Board. Speakers are also requested to state their name (and their pronouns, if desired) prior to addressing the Board. Please note that the chat function will be disabled.

4. After a speaker completes their public comment, or if the five-minute (5) time limit has

been reached, the speaker will be removed from the Zoom Webinar and can continue watching the meeting by streaming it at www.burbankusd.org/boemeetings

5. If you would like to make a Public Comment and require Spanish, Armenian, or ASL translation, please email cindyquiterio@burbankusd.org prior to 3:00 p.m. the day before the meeting to receive a registration link.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications on Closed Session Agenda Items (In-Person Only)
An individual or group representative may address the Board of Education on any Closed Session agenda item by completing a white 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 Board Members' Responses

3. CLOSED SESSION
The Board will meet in Closed Session for the purpose of the following:

3.a Expelled Student for Readmittance in the Burbank Unified School District, as per Board Policy 5144 and Education Code 48917
The Board of Education will meet in Closed Session pursuant to Board Policy 5144 and Education Code 48917 to consider the readmittance recommendation report from the District Transfer Review Committee for Student 960027890, as presented.

3.b Conference with Labor Negotiator, Pursuant to Government Code 54957.6
Agency Negotiator: Sarah Rudchenko, Assistant Superintendent, Human Resources
Employee Organization: California School Employees Association (CSEA) Chapter 674

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

3.d Conference with Chief Administrative Officer, Existing Litigation Pursuant to Government Code 54956.9
One Case: No.: 22BBCV01084 - Doe, Jane (L.B.) v. Burbank USD

3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code Â§54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960029710, 960031132, 960035043 and 960042944

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE/LAND ACKNOWLEDGEMENT
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.

â€œWe acknowledge the traditional, ancestral, unceded territory of the Chumash, Tongva, FernandeÃ±o Tataviam, and First Nations on which we are learning, educating, and living.â€

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. REPORTS FROM THE BOARD AND STAFF

8.a Burbank Teacher's Association (BTA), California School Employees Association (CSEA), Burbank Association of School Administrators (BASA)
Sarah Schwartz; BTA President, Laura Bauman, CSEA President, and Laura Flosi, BASA President will report on association business.

8.b Reports from the Superintendent
Oscar Macias, Interim Superintendent will report on items of interest to the Board of Education and the community.

9. REQUESTS TO ADDRESS THE BOARD

9.a Superintendent's Comments
Oscar Macias, Interim Superintendent, will respond to public comment.

9.b Board Members' Responses
Board Members will respond to public comment.

10. REPORTS TO THE BOARD

11. NEW AND/OR UNFINISHED BUSINESS

11.a Approval of the Teacher Assignments for the 2025-2026 per Education Codes, Education Code 44258.3(a), Education Code 44258.7(b), Education Code44258.7(c), Education Code 44258.7(d), Education Code 44263, and Education Code 44865
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Teacher Assignments for 2025-2026, as described per Education Codes 44258.3(a), 44258.7(b), (c), & (d), 44263, and 44865, as presented.
Approval of Teacher Assignments for 25-26.pdf

11.b Approval of Declaration of Need for Fully Qualified Educators for the 2025-2026 Fiscal Year
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Declaration of Need for Fully Qualified Educators for the 2025-2026 Fiscal Year, as presented.
Approval of Declaration of Need for Fully Qualified Educators for the 2025-2026 Fiscal Year.pdf

11.c Approval of Agreement for Professional Services Provided by First student, Inc. for Special Education
Mariam Abdelhamid, Assistant Superintendent of Business Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and First Student, Inc., to provide transportation services for Special Education students, for a total not to exceed of $3,806,332.20 (01.0-07240.0-50010-36000-5812-7440000), effective

August 12, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
First Student, Inc Agreement 081125.pdf

11.d Approval of Notice of Completion, Engie Services U.S. Inc., Removal and Re-Installation of Rooftop Solar Panels, John Muir Middle School (Bond Funds)
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Removal and Re-Installation of the Solar Panels at John Muir Middle School, PO #25004594, not to exceed $166,804.99 (21.0-00000.0-00000-85000-6230-322-00000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD - AR3314, as presented.
NOC_Engle_Muir_Bond.pdf

11.e Approval of Deductive Change Order No.1, AME Builders Inc., 2425-022 Summer Roofing Project, Magnolia Park (Bond Fund)
Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education approve deductive change order #1 between Burbank Unified School District and AME Builders Inc., for the 2425022 Summer Roofing Project at Magnolia Park, not to exceed $218,698.69 (21.0-00000-0-91008-850006230-517-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD â€“ AR3314, as presented.
Ded CO1_AME_Mag Park_Bond.pdf

11.f Discussion and Approval of Amended Board Representation on District and Community Committees/Groups for 2025
The President of the Board of Education recommends that the Members of the Board approve the amended list of Board Representation on Committees / Groups for 2025, following discussion, as presented.
Board Representation on Committees Report.pdf

11.g Approval of Notice of Completion, AME Builders Inc., 2425-022 Summer Roofing Project, Magnolia Park (Bond Fund)
Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education accept the following as completed: the 2425-022 Summer Roofing Project at Magnolia Park, PO #25003617, not to exceed $218,698.69 (21.0-00000-0-91008-85000-6230-517-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD â€“ AR3314, as presented.
NOC_AME_Mag Park_Bond.pdf

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

12.a Approval of Minutes
Minutes 2.1.24 UNOFFICIAL AM.pdf

12.b Approval of the 2025-2026 Purchase Order Report
Mariam Abdelhamid, Assistant Superintendent, Business Services, recommends that the Board of Education approve purchase orders for 2025-2026 as listed through July 17, 2025, as presented.

2025-2026 PURCHASE ORDER REPORT.pdf

12.c Approval of Amended advertising proposal between Burbank Unified School District (Burbank Adult School) and AABC TV
Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the advertising proposal between Burbank Unified School District and AABC TV to promote the adult education programs to the Armenian community, effective July 1, 2025 through January 31, 2026, not to exceed $34,000 total (11.0-63910.0-XXXXX-27000-5850-5330000) and the authority to sign the Agreement be exercised pursuant to BUSD-AR 3314, as presented.
BAS AABC TV AD CONTRACT 8 11 25.pdf

12.d Ratification of Agreement for Instructional Technology Services
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement with IXL for a total not to exceed $22,000 (010-30100-0-11100-10000-5840-320-9000-0000) August 8, 2025 through August 8, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
Instructional Technology Software IXL 8 11 25.pdf

12.e Ratification of Agreement for Instructional Technology Services
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify the agreement with Amplify for a total not to exceed $54,362.48, (01.0-00000.0-11121-11100-5840-7420000), August 8, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
Instructional Technology Software Amplify 8 11 25.pdf

12.f Ratification of Burbank Adult School Software License with Edmentum, Inc
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify the agreement between Burbank Adult School and Edmentum, effective August 1, 2025 through January 20, 2026, not to exceed $8,000.00 (35% = 11.0-63910.0-41101-10000-5840-5330000 and 65% = 11.0-63910.0-41106-10000-5840-5330000) and the authority to sign the Agreement be exercised
pursuant to BUSD â€“ AR 3314 as presented.
BAS - Edmentum Agreement 8 11 25.pdf

12.g Approval of Revised Board Policy 6146.1 High School Graduation Requirements
Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the proposed revisions to Board Policy 6146.1 High School Graduation Requirements, as presented.
High School Graduation Requirements 8 11 25.pdf

12.h Ratification of Agreement for Professional Services, Lozano Smith (General, Bond, and Special Education Funds)
Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2025 through June 30, 2026, not to exceed $403,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund) and (01.0-65000.0-50010-21000-5820-7440000) (Special Education Fund), and that authority to sign the agreement be exercised pursuant to

BUSDâ€”AR 3314, as presented.
Lozano Smith Agreement 081125.pdf

12.i Approval of Instructional Consultant Services
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education approve the instructional consultant services for on-site student learning support and staff development and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.
Approval of Instructional Consultants 081125.pdf

12.j Approval to Continue Contracting with Childcare Careers LLC, aka CCC, and The Education Team, aka TET
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education agree to provide additional funding for Child Care Careers (CCC) to provide substitutes for child care centers for the remainder of the 2025-2026 school year.
Approval to Continue Contracting with Childcare Careers & Ed Team 081125.pdf

12.k Ratification of Agreement for Professional Services Provided by Gary D Stromberg & Associates, LLC for Special Education
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Gary D Stromberg & Associates, LLC, to provide a speech and language pathologist, not to exceed $141,960 (01.0-65000.0-57602-11901-5850-7440000), effective August 8, 2025 through May 22, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
SPED Professional Services Gary D. Stromberg_Ratification.pdf

12.l Ratification of Agreement for Professional Services Provided by Gwendolyn Olicker for Special Education
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Gwendolyn Olicker for Special Education student 960034998, for a total not to exceed of $3,325 (01.0-65360.0-57602-11900-5850-7440000), effective August 8, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
SPED Student 960034998 Gwendolyn Olicker_Ratification.pdf

12.mPersonnel Report Number 25-26-03
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report Number 25-26-03, covering Certificated and Classified personnel, and consisting of Pages 1 to 10 inclusive, as presented.
Personnel Report 25-26-03.pdf

12.n Ratification of Agreement for Professional Services Provided by Oren R. Boxer, Ph.D., A Psychological Corporation for Special Education
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Dr. Oren R. Boxer, Ph.D., A Psychological Corporation, to provide a psychoeducational IEE, not to exceed $6,500 (01.0-65000.0-57602-11900-5850-744000) for Special Education student 960026732, effective August 8, 2025 through June 30, 2026, and that authority to sign the

agreement be exercised pursuant to BUSD-AR 3314, as presented.
SPED Student 960026732 Dr. Oren R. Boxer_Ratification.pdf

12.o Ratification of Agreement for Professional Services Provided by SoCal Psychology Center for Special Education
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and SoCal Psychology Center, to provide a psychoeducational IEE, not to exceed $6,500 (01.0-65000.0-57602-11900-5850-744000) for Special Education student 960031132, effective August 8, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
SPED Student 960031132 SoCal Psychology Center_Ratification.pdf

12.p Approval of Memorandum of Understanding between Burbank Adult School and Los Angeles County Office of Education
Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Memorandum of Understanding (MOU) between Burbank Adult School and Los Angeles County Office of Education, effective August 12, 2025, through June 30, 2026, as presented.
BUSD-LACOE - MOU 8 11 25.pdf

12.q Amendment of Final Settlement Agreement (Special Education)
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education amend the Final Settlement Agreement for Special Education student 960029710, total not to exceed $20,435, (01.0-65000.0-50010-36000-5813-7440000), October 2022 through December 31, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was April 17, 2025 for a total not to exceed $14,900. This amendment adds an additional $5,535. The new not to exceed amount is $20,435.
SPED Student 960029710 Settlement Agreement_Amendment.pdf

12.r Action on Final Settlement Agreement (Special Education)
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education student 960031132, total not to exceed $21,000, (01.0-65000.0-50010-36000-5813-7440000), August 8, 2025 through June 30, 2027 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
SPED Student 960031132 Settlement Agreement.pdf

12.s Action on Final Settlement Agreement (Special Education)
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education student 960035043, total not to exceed $23,855, (01.0-65000.0-50010-36000-5813-7440000), August 8, 2025 through June 30, 2026 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
SPED Student 960035043 Settlement Agreement.pdf

12.t Action on Final Settlement Agreement (Special Education)
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board

of Education approve Final Settlement Agreement for Special Education student 960042944, total not to exceed $58,120, (01.0-65000.0-50010-36000-5813-7440000), May 1, 2023 through June 30, 2025 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.
SPED Student 960042944 Settlement Agreement.pdf

12.u Approval of University Agreement- University of the Pacific
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the University Agreement between the Burbank Unified School District and University of the Pacific to provide field experience effective September 1, 2025 through until terminated five (5) years on September 1, 2030, unless terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSDâ€"AR 3314, as presented.
Approval of University Agreement- University of the Pacific.pdf

12.v Approval of Additive Change Order No.1, Hart Design Build Inc., Bid 2425-003: Aquatic Center Modernization, Burbank High School (Capital Outlay)
Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education approve additive change order No.1 between Burbank Unified School District and Hart Design Build Inc., for Bid 2425-003: Aquatic Center Modernization at Burbank High School, not to exceed $4,358,780.67 (40.0-90329-0-0000085000-6250-4310000) Capital Outlay, and that authority to sign the agreement be exercised pursuant to BUSD â€“ AR3314, as presented.
8-7 ADD CO1_Hart_BHS Pool_Capital Outlay 1.pdf

13. REPORTS FROM BOARD MEMBERS

13.a Reports from Board Members
Board of Education members will report on items within the jurisdiction of the Board.

14. ADJOURNMENT

**BURBANK UNIFIED SCHOOL DISTRICT**
**Human Resources Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Sarah Rudchenko, Assistant Superintendent, Human Resources Services |
| PREPARED BY: | Lauren Trammell, Executive Assistant, Human Resources Services |
| SUBMITTED BY: | Lauren Trammell, Executive Assistant, Human Resources Services |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of the Teacher Assignments for the 2025-2026 per Education Codes, Education Code 44258.3(a), Education Code 44258.7(b), Education Code 44258.7(c), Education Code 44258.7(d), Education Code 44263, and Education Code 44865 |

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**Background**
California has a number of provisions within the Education code that provide avenues for assignment of certificated employees outside their basic credential authorization. These Education Code options allow local school districts the flexibility to assign teachers to teach subjects other than those authorized by the credential held. Working cooperatively to ensure that the District meets the requirements of the law, school site administrators and Human Resources Services staff monitor each teacher's subject area assignments and credential authorizations.

**Discussion/Issues**
The Burbank Unified School District always seeks to hire fully credentialed teachers to teach all subjects. When credentialed teachers are not available, or when there is not a credential offered in a particular subject, some teachers are assigned classes that are outside their credential authorizations. Several options are available to Local Education Agencies to authorization these assignments.

I. As provided for in Education Code 44258.3(a), persons holding a credential, other than an emergency permit, may be assigned to teach any subjects in departmentalized classes in kindergarten or any grades 1 to 12, inclusive, provided that the governing board verifies, that the teacher has adequate knowledge of each subject to be taught and the teachers consents to that assignment.

| Name | Subject |
|---|---|
| Gina Bommarito | Elementary Music |
| Carroll, Brett | Physical Education |
| Cavanaugh,Annie | Physical Education |
| Dagata, Patty | ASL |
| Espana, David | Physical Education |
| Fernando, Gajan | Introduction to Math |
| Jennings,Brendan | Physical Education |
| Rogers, Sadi | Physical Education |
| Schackne, Jessica | Science 6 |

| | |
|---|---|
| Valle, Jose | Health |
| VanLoo, Brendhen | Biology |

II. The following certificated employees have met requirements outlined in provisions of Education Code 44258.7(b) and are authorized to teach one period of competitive sports which are not named on their credentials.

| **Name** | **Subject** |
|---|---|
| Brinton, Joel | PE/Coaching |
| Grimshaw, Douglas | PE/Coaching |
| Movsessian, Armenia | PE/Coaching |
| Oganyan, Victoria | PE/Coaching |
| Peebles, John | PE/Coaching |
| Phan, John | PE/Coaching |

III. The Committee on Assignments met on _____to review the qualifications of persons teaching elective courses outside their credential authorizations. Representing district administration: Sarah Rudchenko and Oscar Macias. Representing teacher staff: Sarah Schwartz. The following certificated employees have met the requirements outlined in provisions of Education Code 44258.7 (c) & (d).

| **Name** | **Site** | **Subject** |
|---|---|---|
| Devirgilis, Edward | Muir | Japanese Culture |
| Gallego, Kathryn | Muir | Yearbook |
| Jamison, Mozhdeh | Huerta | Engineering |
| Keeler, Fred | Huerta | Change Makers |
| Vargas, Theresa | Huerta | Change Makers |
| Weiss, Joshua | Huerta | Computer Applications |
| Winn, Amy | BHS | Yearbook |

IV. As provided in Education code 44263, persons who have either 19 upper and lower division units or 9 upper division units may teacher subjects in the areas of their earned units. The following certificated secondary school employees have met requirements outlined in provisions of Education Code 44263, and are authorized to teach subjects listed which are not named on their credentials.

| **Name** | **Subject** |
|---|---|
| Davis, S. Scott | Earth and Space Science |
| Grasty, Melonie | Spanish |
| Malinovsky, Kaitlyn | Biology |
| Vargas, Theresa | English |
| Vournas, Anastasia | Earth Science |
| Wertlieb, Jessica | Social Science |

V. As provided for in Education Code 44865, persons holding a teaching credential based on a bachelor's degree and a teacher preparation program including student teaching may accept the following assignments: home teacher, classes organized primarily for adults, hospital classes, necessary small high schools, continuation schools, alternative schools, opportunity schools, juvenile court schools and county community school. The following certificated employees have met requirements outlined in provisions of Education Code 44865 and are authorized to teach the subjects listed which are not named on their credentials.

| Name | Subject |
|---|---|
| **Adult School:** | |
| Adelman, Bianca | Parent Education |
| Ahn, Devika | ESL |
| Bagdasarian, Susanna | ESL |
| Branson, Marissa | ABE ELA |
| Bennett, Edward | ESL |
| Cooney, Margaret | ESL; ELA; Resource Lab |
| Coyle, James | ESL |
| Dorsey, Erin | ABE Math |
| Gamboa, Patricia | ESL |
| Gomez, Yesenia | ESL |
| Gonder, Marguerite | ESL |
| Jennings, Deanna | Parent Education |
| Lerner, Lia | ESL |
| Medrano, Hector | ESL, ABE |
| Miranda, Denisse | ABE |
| Noss, Marianne | ESL |
| Pisano, Jennifer | ASE |
| Robertson, Rebecca | ASE |
| Rubyan Abrahamian, Shake | Parent Education |
| Solley, Alyson | Parent Education |
| Stewart, Jenna | ESL |
| Vehuni, Lilit | ELA; Math; Resource Lab |
| Yew, Christina | Parent Education |
| **Home Teachers:** | |
| Adams, Kelly | General Subjects |
| Beal, Briana | General Subjects |
| Bickelmann, Christopher | General Subjects |
| Bishop, Darrell | General Subjects |
| Bommarito, Giana | General Subjects |
| Bonino, Gabriella | General Subjects |
| Cablao, Stellamaris | General Subjects |
| Capelle, Melissa | General Subjects |
| Chung, Ruth Kim | General Subjects |
| Dawes, Jacqueline | General Subjects |
| Dixon, Joann Michelle | General Subjects |
| Dodd, Sharie | General Subjects |
| Esparza, William | General Subjects |
| Kukan, Brian | General Subjects |
| McDermott, Sara | General Subjects |
| Mindel, Brittany | General Subjects |
| Mucha, Michelle | General Subjects |
| Oliver, Yvonne | General Subjects |
| Papavasiliou, Demetrula | General Subjects |
| Patterson, Patricia | General Subjects |
| Pepes, Chris | General Subjects |
| Pisano, Jennifer | General Subjects |

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|---|---|
| Proano, Leonardo | General Subjects |
| Prosser, Amy | General Subjects |
| Raisbeck, Erica | General Subjects |
| Rapp, Trevor | General Subjects |
| Seale, Andrea | General Subjects |
| Sherman, Tara | General Subjects |
| Tobin, Randy | General Subjects |
| Vehuni, Lilit | General Subjects |
| Wahe, Debra | General Subjects |
| Ware, Zeborah | General Subjects |
| Wells, Timothy | General Subjects |
| Wenzel, Anne | General Subjects |

| **Name** | **Subject** |
|---|---|
| **Continuation High School:** | |
| Angelini, Amy | Social Science, Electives |
| Holubek, Carol | Contemporary Issues, Health, Agriculture |
| Dungereaux-Otis, Michelle | English, Electives |
| Loyd, Brian | Contemporary Issues, Consumer Studies |
| Hackbardt, Alexandra | Contemporary Issues |
| **Independent Learning Academy:** | |
| Bowren, Stacy | English, Algebra, Geometry, Spanish, Social Studies |
| DiFrancesco, Gina | Algebra, Geometry, Spanish, Social Studies, Biology |
| Fischbach, Joshua | English, Geometry, Spanish, Algebra, Biology |
| Good, Heather | Biology, Algebra, Geometry, Spanish, Social Studies |
| Lee, Dara | Algebra, Biology, English, Geometry, Spanish |

**Fiscal Impact**
None

**Recommendation**
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Teacher Assignments for 2025-2026, as described per Education Codes 44258.3(a), 44258.7 (b), (c) & (d), 44263, and 44865, as presented.

**BURBANK UNIFIED SCHOOL DISTRICT**
**Human Resources Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Sarah Rudchenko, Assistant Superintendent, Human Resources Services |
| PREPARED BY: | Lauren Trammell, Executive Assistant, Human Resources Services |
| SUBMITTED BY: | Lauren Trammell, Executive Assistant, Human Resources Services |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Declaration of Need for Fully Qualified Educators for the 2025-2026 Fiscal Year |

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**Background**
The Declaration of Need for Fully Qualified Educators is an annual form submitted to the California Commission on Teacher Credentialing (CCTC) to justify the need for emergency and limited assignment permit requests. The Declaration of Need is established by California Code of Regulations 80026. The Declaration of Need must be approved annually by the Governing Board for the employment of certificated personnel in the areas and numbers attached. There may be insufficient number of certificated persons who meet the district's specified employment criteria.

**Discussion/Issues**
This Declaration of Need for Fully Qualified Educators shall remain in force for the 2025-2026 fiscal year, and it shall be valid only for the type(s) attached but may be revised by the Burbank Unified School District as needed.

**Fiscal Impact**
There is no cost to the District associated with the Declaration of Need.

**Recommendation**
Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Declaration of Need for Fully Qualified Educators for the 2025-2026 Fiscal Year, as presented.

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

*Email:* credentials@ctc.ca.gov
*Website:* www.ctc.ca.gov

# DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

Revised Declaration of Need for year: _____

**FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL**

Name of District or Charter: Burbank Unified School District  District CDS Code: 64337

Name of County: Los Angeles  County CDS Code: 19

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 08 / 21 / 2025 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

| Sarah Rudchenko Ed.D. | | Assistant Supt. Human Resources |
|---|---|---|
| *Name* | *Signature* | *Title* |
| 818-729-4554 | 818-729-4410 | 07/24/2025 |
| *Fax Number* | *Telephone Number* | *Date* |

1900 W. Olive Ave. Burbank CA 91505
*Mailing Address*

sarahrudchenko@burbankusd.org
*EMail Address*

**FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY**

Name of County _____  County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____  County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

| Name | Signature | Title |
|---|---|---|
| Fax Number | Telephone Number | Date |

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| Type of Emergency Permit | Estimated Number Needed |
|---|---|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | 15 |
| Bilingual Authorization (applicant already holds teaching credential) | 1 |
| List target language(s) for bilingual authorization: Spanish | |
| Resource Specialist | |
| Teacher Librarian Services | |

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|---|---|
| Multiple Subject | 3 |
| Single Subject | 1 |
| Special Education | 2 |
| TOTAL | 6 |

| AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed) | ESTIMATED NUMBER NEEDED |
|---|---|
| Music | 1 |
| | |
| | |
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| | |

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? ☐ Yes ☑ No

If no, explain. District too small

Does your agency participate in a Commission-approved college or university internship program? ☐ Yes ☐ No

If yes, how many interns do you expect to have this year? 10

If yes, list each college or university with which you participate in an internship program.

CSULA, CSUN, National University, Pacific Oaks, University of Southern California, Global Mass University, Azusa Pacific, Los Angeles County of Education

If no, explain why you do not participate in an internship program.

**Burbank Unified School District**
**Administrative Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Mariam Abdelhamid, Assistant Superintendent of Business Services |
| PREPARED BY: | David Gerharter, Director of Purchasing, Warehouse and Reprographics |
| SUBMITTED BY: | Terri Ramirez-Adams, Senior Administrative Assistant |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Agreement for Professional Services Provided by First student, Inc. for Special Education |

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**Background:**

Burbank Unified School District has contracted with First Student, Inc. for home-to-school special education transportation since August 2012. The latest contract in effect expired on June 30, 2025

**Discussion/Issues:**

Pursuant to Public Contract Code §20111 and Education Code §39802, The District issued a Request for Proposal #2425-030 on April 18, 2025. Bid Submittal deadline was May 20, 2025 by 2:00PM. One response was received for home-to-school special education transportation, First Student, Inc. District administration then negotiated the terms of the agreement.

The awarded contract will be for one (1) school year and may be extended on a year-to year basis, based on a review of key performance and cost metrics to be held in December of each year and upon mutual consent, for an additional two (2) years.

**Fiscal Impact:**

See attached rate sheet. Although the individual bus rates have increased by 12% over the previous year, the District anticipates a decline in overall cost of 10% or more as a result of improved route optimization and increase use of First Alt sedan-based services.
Total not to exceed $3,806,332.20.

**Recommendation**:

Mariam Abdelhamid, Assistant Superintendent of Business Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and First Student, Inc., to provide transportation services for Special Education students, for a total not to exceed of $3,806,332.20 (01.0-07240.0-50010-36000-5812-7440000), effective August 12, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

# AGREEMENT FOR FURNISHING
# PUPIL TRANSPORTATION SERVICES

**THIS AGREEMENT**, made the __ day of _____, 2025, in the County of Los Angeles, State of California, by and between **BURBANK UNIFIED SCHOOL DISTRICT**, hereinafter called the District, and **FIRST STUDENT, INC.** hereinafter called the Contractor.

**WITNESSETH** that the District and the Contractor, for the considerations stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

## ARTICLE 1 - SCOPE OF WORK

The Contractor shall provide during the term hereof all labor, services, materials (including vehicles), and transportation in connection with the following titled project:

**REQUEST FOR PROPOSAL NO. 2425-030**
**Transportation Services for Qualified Students**

It is the duty of the Contractor to perform the services covered by this contract in exact accordance with the approved proposal as submitted. Contractor shall not add buses or routes except as authorized in writing in advance as provided for in this proposal. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Burbank Unified School District, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless presented in writing to the District Office within one (1) working day of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

## ARTICLE 2 - TERM OF CONTRACT

The services provided hereunder shall be commenced on the date stated in the District's first signed **Agreement** and shall terminate no later than June 30, 2028. Minimum contract term is one (1) school year, and may be extended on a year-to-year basis upon mutual consent of District and Contractor for an additional 2 years (total 3 years) in accordance with provisions contained in the Education Code, Sections 39644 and 39803 (a).

## ARTICLE 3 - CONTRACT PRICE

The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the proposal documents, the amounts calculated at the rates set forth on the Proposal Form/Price Schedule.

Contractor will submit to District a monthly invoice for its services rendered during the prior month. District shall pay all undisputed amounts due to the Contractor within 30 calendar days of receipt of such invoice.

If any portion of the billed service in the invoice is disputed by District or the District seeks a revised invoice, District shall deliver written notice specifying the disputed

amount or requested revisions to the Contractor. All disputes shall be resolved pursuant to the Dispute Resolution clause of this Agreement.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 45 days, Contractor shall be entitled to charge interest on unpaid amounts at the rate of the lesser of 1.5% per month or the maximum amount allowed by state law. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Without limitation, Contractor shall be entitled to court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

Any proposed extensions to this Agreement shall be negotiated in good faith by both parties. The District and Contractor agree to meet in December 2025 to review cost and performance to date. After such meeting, the District will determine whether to continue this contract past the 25-26 school year.

Transportation rates may be adjusted annually effective July 1 based on agreed upon contractor performance metrics and the Consumer Price Index (CPI-U) as of the preceding February. **In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.**

**ARTICLE 4 – FORCE MAJEURE.**

Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo , rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment , materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of Contractor, when satisfactory evidence thereof is presented to the District.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT**

Except to the extent arising from the negligence or willful misconduct of the District, its officers, agents or employees, the Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from and against every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

1. Death or bodily injury to persons, injury to, loss or theft of property, or any other loss, damage or expense sustained by the Contractor or any person, firm, or corporation employed by the Contractor upon or in connection with the services called for in this Agreement, except for injuries and losses resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District; and,
2. Any injury to or death of persons or damage to property caused by an act, neglect, default, or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury of damage occurs either on or off school district property, except for injuries and losses arising from the sole negligence or willful misconduct

of the District, its officers, employees, agents or independent Contractors who are directly employed by the District.

3. The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 – INSURANCE**

The Contractor shall secure and maintain, as a minimum, the insurance required under the Insurance Requirements form attached to the proposal package with insurance companies acceptable to the District to protect Contractor and any person, firm or corporation employed directly or indirectly by Contractor or in connection with the services required hereunder from claims which may arise from operations under the Agreement. Contractor shall further furnish to the District certificates of insurance, which shall name the District and the Board of Education as additional insureds. All policies required to be maintained by the Contractor shall contain a provision that coverages afforded under the policies shall not be canceled or modified without thirty (30) days written notice to and consent of the District. Failure to maintain insurance and furnish the required Certificates may be considered a breach of the Agreement by the Contractor and the District may terminate the Agreement without waiver of any remedy it may have.

**ARTICLE 8 - TERMINATION**

Notwithstanding anything to the contrary stated in this Agreement, the District may terminate this Agreement for convenience at any time upon ninety (90) days' prior written notice to the Contractor. Upon such termination, the District's total obligation to the Contractor shall be limited to the payment for all services already provided by the Contractor in accordance with this Agreement prior to the effective date of the termination.

1. This Agreement may be terminated by either party hereto should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party and such failure continues for 30 days after notice thereof is delivered by the non-defaulting party.

   In the event that the Agreement is terminated by the Contractor as a result of a failure to perform by the District under subsection (1) above, the Contractor shall be paid its compensation for services performed to the date of termination, including all termination expenses. Termination expenses shall include all those expenses arising prior to, during, and subsequent to the termination that are directly attributable to the termination.

In the event that the Agreement is terminated as a result of a failure to perform by Contractor pursuant to subsection (1) above, then the Contractor shall be paid its

compensation for services performed to the date of termination but shall not be paid any termination expenses.

**ARTICLE 9 - DISPUTE RESOLUTION**

1. Negotiation. Any claim that Contractor may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to the District within 30 days of its occurrence. The District and Contractor shall attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of such resolution.
2. Mediation/Arbitration. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the applicable rules of the American Arbitration Association, before resorting to arbitration. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and any judgment upon the Award rendered by the arbitrator(s) may be entered in Los Angeles County court having jurisdiction thereof.
3. Services Pending Outcome. Contractor agrees to proceed with all services ordered by the District pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration. In accordance with the terms of this Agreement, the District agrees to pay for services ordered by it and properly rendered by the Contractor pursuant to this Agreement pending the outcome of any claim, dispute, mediation, or arbitration.
4. Additional Remedies. The rights and remedies of the parties provided under this Agreement are in addition to any other rights and remedies provided by law.

**ARTICLE 10 - NO WAIVER**

No waiver of a breach of any provision of this Agreement by the District shall constitute a waiver of any other breach of such provision. Failure of the District and Contractor to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

**ARTICLE 11 - CONTRACTOR COVENANT**

While performing the services and duties required hereunder, the Contractor agrees to comply with and observe all the provisions of the California Vehicle Code and all other applicable laws, and further agrees to comply with all rules and regulations established by the State Board of Education of California, the Department of Education of the State of California, and by the District relating to the safe transportation of pupils.

**ARTICLE 12 - INDEPENDENT CONTRACTOR**

It is expressly understood and agreed to by the parties that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent Contractor and not an officer, agent, or employee of the District.

## ARTICLE 13 – AUTHORITY

Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

## ARTICLE 14 – ASSIGNMENT

Neither the District nor the Contractor shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other, except that, the Contractor may assign and transfer this Agreement to an entity that it controls, is controlled by or is under common control with. As used herein, the term "transfer" shall include the transfer of more than 49% of the voting stock of a corporation or the transfer of more than 49% of the equity interest in a partnership, joint venture or similar entity.

## ARTICLE 15 - EXTENT OF AGREEMENT

This Agreement, together with the remainder of the proposal package, constitutes the entire agreement between the parties and incorporates all prior agreements and understandings in connection with the subject matter hereof. This Agreement may be amended only in writing signed by the party against whom enforcement is sought. Nothing contained in this Agreement is intended to benefit any third party.

## ARTICLE 16 – SEVERABILITY

If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision(s).

## ARTICLE 17 - ATTORNEYS' FEES

If any action is brought by either party against the other party hereunder, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. For purposes of this Agreement, the term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, Photostatting, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.

## ARTICLE 18 – FAILURE OF CONTRACTOR TO PROVIDE SERVICE

It is agreed by the Contractor and the District that, from the nature of the services to be rendered, it is impractical and extremely difficult to fix the actual damage to the District through the failure of the Contractor to provide any of the services as specified herein, and therefore, Contractor shall be assessed sums as follows:

1. Early/Late Trips. Trips which are fifteen (15) minutes early or late to the destination as scheduled shall be subject to an assessment of liquidated damages in the amount of $50.00.
2. Failure to Report Standby Drivers. An assessment of $50.00 per day shall be made whenever Contractor fails to report that a standby driver is assigned to a route hereunder.
3. Failure to Provide Written Accident Reports. An assessment of $100.00 per day shall be made whenever Contractor fails to provide the District with a written accident report within three (3) working days after the accident.

4. Radios. An assessment of $100.00 per trip shall be made whenever a two-way radio is determined by the District to be inoperative.

5. Exclusivity. District reserves the right to schedule other transportation companies if, in the District's opinion, the selected contractor is not able to provide service.

District shall not assess liquidated damages during the first 30 days of the school year.

**ARTICLE 19 – SERVICE LEVEL ADJUSTMENTS**

1. Trigger for Renegotiation:

   The District and Contractor will regularly consult regarding the District's transportation requirements. If changes occur in the number of students requiring transportation, routes, or schedules, adjustments may be made to the number of vehicles and spare buses as needed. With notice to the Contractor, the District may modify service levels provided under this Agreement. However, if such changes exceed 20% of the assumed service levels, equipment requirements, routes, schedules, days of service, hours, miles, or vehicle needs outlined in the RFP, the Contractor may propose adjusted rates to reflect the direct impact on its cost structure. Any rate changes must be justified based on actual increases or decreases in operational costs resulting from the District's modifications.

2. School Closure/Schedule Change

   a. Inclement Weather (Total # of School Days Not Impacted):

      Whenever school is closed and in-person instruction is suspended for the day, for any reason, including, but not limited to, inclement weather, impassability of roads, facilities issues, or illness, District shall notify Contractor on each day of such closure in time for Contractor to suspend operations and provide sufficient notice to its workforce not to report to work. District shall compensate Contractor the full scheduled daily rate for days when District fails to provide such notice to Contractor; provided, however, this provision only applies to closures that do not decrease the total number of student transportation days.

   b. Early Dismissal/Late Start:

      If the regular school day schedule is changed resulting in late start, early dismissal or the cancellation of scheduled Charter Transportation, District shall notify Contractor in time for Contractor to adjust operations and adequately notify its workforce of the change. District shall compensate Contractor for all costs incurred due to failure to provide adequate notice. Notwithstanding the foregoing, in the event of circumstances which necessitate a schedule change, Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible under the circumstances presented.

## ARTICLE 20 – NOTICES

All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and sent electronically using an established electronic document signing service, or deposited in the United States Mail, first class, postage prepaid, return receipt requested, addressed as follows:

**To the District:**

Burbank Unified School District
Chief Business Officer
1900 West Olive Avenue
Burbank, California 91506
andrewcantwell@burbankusd.org

**To the Contractor:**

First Student, Inc.
Lisa Serra
1370 Valley Vista Drive, Suite 225
Diamond Bar, CA 91765
Lisa.Serra@firstgroup.com

**With a copy to:**

First Student Inc.
Attn: General Counsel
191 Rosa Parks Street, 8th Floor
Cincinnati, OH 45202

## ARTICLE 21 - COMPONENT PARTS OF THE CONTRACT

The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

1. Invitation to Submit Proposals
2. Terms and Conditions
3. Proposal Questionnaire
4. Proposal Forms/Price Schedules
5. Certificate Regarding Worker's Compensation
6. Non-Collusion Affidavit
7. Insurance Requirements and Evidence of Insurance
8. School Bus Inventory and Property Summary
9. Addenda as issued
10. Agreement for Furnishing Pupil Transportation Service

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

**IN WITNESS WHEREOF**, this Agreement has been duly executed:

| **CONTRACTOR** | **BURBANK USD** |
|---|---|
| _____ | _____ |
| Signature | Signature |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| Title | Title |
| _____ | _____ |
| Date | Date |

**Reviewed and Approved by District Counsel:**

| | |
|---|---|
| _____ | _____ |
| Signature | Name |
| _____ | _____ |
| Title | Date |

## Proposal Form/Price Schedule

Proposed prices must be submitted per bus/vehicle, per excess hour, and per excess mile. Please enter these amounts on the form below. Please see the *24-25 Route Listing* spreadsheet included with the bid documents for current transportation needs. Entries in Column B below should accommodate all student transportation needs listed in that document. The District reserves the right to require that the Bidder add and delete buses to or from service at the rates specified below. The number of vehicles and routes required at the start of the agreement term may be more or less those proposed below.

**Part 1: Base Price per Vehicle**

| Bus Size (Passengers) | (A) Daily Base Price per Vehicle* | (B) Number of Routes | (C) Bus Days per Year | Base Annual Cost by Bus Size (AxBxC) |
|---|---|---|---|---|
| 01 - 20 | $ 762.76 | 18 | 180 | $ 2,471,342.40 |
| 01 - 20 WC** | $ 805.13 | 6 | 180 | $ 869,540.40 |
| 21 - 30 | $ No Bid | | 180 | $ 0.00 |
| 21 - 30 WC** | $ No Bid | | 180 | $ 0.00 |
| Passenger Car | $ 69.00 | 12 | 180 | $ 149,040.00 |
| Minivan | $ 69.00 | 4 | 180 | $ 49,680.00 |
| Other (Describe) | $ No Bid | | 180 | $ 0.00 |
| **Total Annual Base Vehicle Cost** | | | | $ 3,539,602.80 |

***Number of miles per day included in Base Price:** 50

**Other Vehicle Description:** N/A

**Part 2: Estimated Monitor/Aide Charges**

| Bus Size (Passengers) | (A) Price per Monitor | (B) Monitors Required | (C) Bus Days per Year | Annual Monitor Charges (AxBxC) |
|---|---|---|---|---|
| 01 - 20 | $ 211.69 | 3 | 180 | $ 114,312.60 |
| 01 - 20 WC** | $ 211.69 | 4 | 180 | $ 152,416.80 |
| 21 - 30 | $ No Bid | | 180 | $ 0.00 |
| 21 - 30 WC** | $ No Bid | | 180 | $ 0.00 |
| Passenger Car | $ No Bid | | 180 | $ 0.00 |
| Minivan | $ No Bid | | 180 | $ 0.00 |
| Other | $ No Bid | | 180 | $ 0.00 |
| **Total Annual Monitor Charges** | | | | $ 266,729.40 |

**Part 3: Estimated Hours in Excess of Base Hours**

| Bus Size (Passengers) | (A) Price per Hour | (B) Excess Hours/Day | (C) Bus Days per Year | Annual Excess Hourly Charges (AxBxC) |
|---|---|---|---|---|
| 01 - 20 | $ 111.32 | 0 | 180 | $ 0.00 |
| 01 - 20 WC** | $ 111.32 | 0 | 180 | $ 0.00 |
| 21 - 30 | $ No Bid | | 180 | $ 0.00 |
| 21 - 30 WC** | $ No Bid | | 180 | $ 0.00 |
| Passenger Car | $ 69.00 | 0 | 180 | $ 0.00 |
| Minivan | $ 69.00 | 0 | 180 | $ 0.00 |
| Other | $ No Bid | | 180 | $ 0.00 |
| **Total Annual Excess Hourly Charges** | | | | $ 0.00 |

**Part 4: Estimated Miles in Excess of Base Miles**

| Bus Size (Passengers) | (A) Price per Mile | (B) Excess Miles/ Day | (C) Bus Days per Year | Annual Excess Mileage Charges (AxBxC) |
|---|---|---|---|---|
| 01 - 20 | $ 0.00 | 0 | 180 | $ 0.00 |
| 01 - 20 WC** | $ 0.00 | 0 | 180 | $ 0.00 |
| 21 - 30 | $ No Bid | | 180 | $ 0.00 |
| 21 - 30 WC** | $ No Bid | | 180 | $ 0.00 |
| Passenger Car | $2.55 per mile, after mile 8 | 0 | 180 | $ 0.00 |
| Minivan | $2.55 Per mile, after mile 8 | 0 | 180 | $ 0.00 |
| Other | $ No Bid | | 180 | $ 0.00 |
| **Total Annual Excess Mileage Charges** | | | | $ 0.00 |

| **Total Estimated Annual Cost (Part 1 + Part 2 + Part 3 + Part 4)** | **$** 3,806,332.20 |
|---|---|

**Any additional charges not listed above:**

For passenger car and minivan pricing, please refer to First Alt Pricing Page.
Daily base price (vehicles and monitors) is 4 hours. Excess charge applies after 4 hours.
Monitor excess rate is $54.81.

** Bidder shall differentiate and separately list any variations in costs between buses transporting non-severely handicapped pupils and severely handicapped pupils.

**BURBANK UNIFIED SCHOOL DISTRICT**
**Administrative Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM : | Andrew Cantwell, Chief Administrative Officer |
| PREPARED BY: | Malihe Shokouhi, Bond Project Manager |
| SUBMITTED BY: | Crystal Cozakos, Senior Administrative Assistant |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Notice of Completion, Engie Services U.S. Inc., Removal and Re-Installation of Rooftop Solar Panels, John Muir Middle School (Bond Funds) |

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**Background:**
During the Summer 2025 Roofing Project, John Muir Middle School will have twelve (12) roofs repaired. The existing solar panels located on building 200 will need to be disassembled prior to the start of the roofing construction. Once the roofing project is completed, the solar panels will be reinstalled to their original placement.

**Discussion/Issues:**
The District received a proposal on May 9, 2025, from Engie Services U.S Inc., formally known as Opterra Solar Services who originally installed the Solar Panels in 2016. The roughly 5,500 square feet of solar panels will need to be moved prior to the new roof installation. The panels will be removed and stored to the north section of building 200's roof during construction. Once the roof area of the original placement is completed, the panels will be reinstalled to the original location, allowing the roofers to complete the remainder of the 200-building roof.

This work was completed by July 25, 2025.

**Fiscal Impact:**
$166,804.99 (Bond Funds)

**Recommendation:**
Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Removal and Re-Installation of the Solar Panels at John Muir Middle School, PO #25004594, not to exceed $166,804.99 (21.0-00000.0-00000-85000-6230-322-00000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

**BURBANK UNIFIED SCHOOL DISTRICT**
**Administrative Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM : | Andrew Cantwell, Chief Administrative Officer |
| PREPARED BY: | Dennis Maxwell, Director of Facilities |
| SUBMITTED BY: | Crystal Cozakos, Senior Administrative Assistant |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Deductive Change Order No.1, AME Builders Inc., 2425-022 Summer Roofing Project, Magnolia Park (Bond Fund) |

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**Background:**
The District is in the process of replacing the roofs at various sites over the 2025 summer break. The District held a job walk on January 14, 2025. There were twelve (12) contractors in total, eight (8) contractors submitted a bid package. The awarding bid will include a Union Labor vendor.

Qualifying Bids for the Summer Roof Repair received were as follows:

| | |
|---|---|
| ADCO Roofing. | $236,000.00 |
| AME Builders Inc. | $220,800.00 |
| Best Contracting Services | $258,783.00 |
| Chapman Coast Roof | $428,527.00 |
| Commercial Roofing Systems | $333,173.00 |
| Courtney | $277,750.00 |
| Letner Roofing | $293,000.00 |
| R&R Roofing | $250,670.00 |

**Discussion/Issues:**
The District is in the process of replacing the roof at Magnolia Park as part of the Summer 24/25 Roofing Project. Magnolia Park has one (1) roof being replaced and will have a 5-year workmanship warranty from the installer.

**Fiscal Impact:**
$216,800 Bid Amount (Bond Fund)
$2,101.31 decrease for a revised total of $1,898.69 Allowance (Bond Fund)
$218,698.69 Revised Grand Total (Bond Fund)

**Recommendation:**
Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education approve deductive change order #1 between Burbank Unified School District and AME Builders Inc., for the 2425022 Summer Roofing Project at Magnolia Park, not to exceed $218,698.69 (21.0-00000-0-91008-850006230-517-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The original allowance approved for this project was for an additional $4,000 for any unforeseen circumstances to complete the project. The $2,101.31 decrease, bringing the not to exceed to $218,698.69, is to accurately reflect that only $1,898.69 of the $4,000 allowance was expended to replace four gravity vents.

# BURBANK UNIFIED SCHOOL DISTRICT

## ALLOWANCE PROPOSAL AUTHORIZATION

| | | | |
|---|---|---|---|
| School Name: | Magnolia Park | P.O. Number: | |
| Project Name: | Summer 2025 Roofing | **Initiation Date:** | 6/25/2025 |
| **To**: *Program Mgr* | Malihe Shokouhi | **Allowance Authorization No.:** | |
| **From:** *Contractor* | AME builders | Project Number: | |
| | | Bid Number: | 2425-022-04 |

**Description of Item(s) to be charged to Contract Allowance is as follows:**

| | |
|---|---|
| **Replace four Gravity Vents** | $ 1,898.69 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total** | $ 1,898.69 |

| | | |
|---|---|---|
| A. Original Contract Allowance | $ | 4,000.00 |
| B. Net Allowance Disbursements previously authorized | $ | - |
| C. Charges to Contract Allowance as a result of this authorization | $ | 1,898.69 |
| D. Current Contract Allowance Balance including this authorization | $ | 2,101.31 |

| | | |
|---|---|---|
| Don Seo<br>Don Seo (Jun 25, 2025 14:25 PDT)<br>Contractor | DON SEO | Date |
| Malihe Shokouhi<br>Malihe Shokouhi (Jun 25, 2025 14:27 PDT)<br>Project Manager | MALIHE SHOKOUHI | 06/25/2025<br>Date |
| Andrew Cantwell (Jun 25, 2025 14:39 PDT)<br>Assistant Superintendent, Administrative Services | ANDREW CANTWELL | Date |

BURBANK UNIFIED SCHOOL DISTRICT

# CHANGE ORDER PROPOSAL (COP)

**School Name:** Magnolia Park School
**Date:** 5/28/2025
**Project Name:** Summer 2025 Roofing at Magnolia F
**COP Number:** 01-00
**Project Manager:** Malihe Shokouhi
**Project Number:**
**Contractor:** AME Builders, Inc.
**Bid Number:** 2425-022-04

**Description of Work: Replace low four (4) gravity vents**

## WORK PERFORMED BY SUBCONTRACTOR(S)

| | | | COST |
|---|---|---|---|
| 1 | a. | **Material** (attach itemized quantity and unit cost plus sales tax) | |
| | b. | **Labor** (attach itemized hours and rates, fully encumbered) | |
| | c. | **Equipment** (attach suppliers' invoices) | $ - |
| | d. | **SUBTOTAL** | $ - |
| | e. | **Add overhead and profit** for any and all tiers of Subcontrator<br>The total not to exceed 10% of item d. | $ - |
| | f. | **SUBTOTAL** | $ - |
| 2 | a. | **Material** (attach itemized quantity and unit cost plus sales tax) | |
| | b. | **Labor** (attach itemized hours and rates, fully encumbered) | $ - |
| | c. | **Equipment** (attach suppliers' invoices) | $ - |
| | d. | **SUBTOTAL** | $ - |
| | e. | **Add overhead and profit** for any and all tiers of Subcontrator<br>The total not to exceed 10% of item d. | $ - |
| | f. | **SUBTOTAL of all work performed by Subcontractors** | $ - |
| | g | **GC Percentage on Subcontractor Work** **5%** | $ - |

## WORK PERFORMED BY CONTRACTOR

| | | | COST |
|---|---|---|---|
| | a. | **Material** (attach itemized quantity and unit cost plus sales tax) | $ 630.42 |
| | b. | **Labor** (attach itemized hours and rates, fully encumbered) | $ 1,142.40 |
| | c. | **Equipment** (attach suppliers' invoices) | $ - |
| | d. | **SUBTOTAL** | $ 1,772.82 |
| | e. | **Add overhead and profit for Contractor** Insert % here ---> 5.0% | $ 88.64 |
| | f. | **SUBTOTAL** | $ 1,861.46 |
| | g. | **Add Bond and Insurance** from bid form [2] 2% | $ 37.23 |
| | h. | **SUBTOTAL** | $ 1,898.69 |
| | i. | **AMOUNT OF THIS COP** | **$ 1,898.69** |
| | j. | **Time** (zero unless indicated) Calendar Days | 4 |

☑ The proposal would ☑ Increase ☐ Decrease the Contract time by 4 calendar days.

☐ The proposal does not affect the contract time.

Don Seo — Digitally signed by Don Seo, DN: C=US, E=don seo@amebuilders.net, O="AME Builders, Inc.", CN=Don Seo, Date: 2025.05.28 14:34:51-07'00'

Contractor's Signature

Don Seo / President — 05/28/25

Printed Name & Title — Date

**Provide all supporting documentation as required by the Contract Documents**

AME BUILDERS, INC.

## CONTRACTOR CHANGE ORDER REQUEST (COR) COST BREAKDOWN

| PROJECT NAME | CONTRACTOR | CONTRACT NUMBER | DATE |
|---|---|---|---|
| Magnolia Park School | AME Builders, Inc. | 2425-022-04 | 6/12/2023 |
| **DESCRIPTION OF CHANGE** | **REFERENCE** | **COR NUMBER** | **ADDITIONAL DAYS REQUIRED** |
| Replace low four (4) gravity vents | RFI 01 | 01-00 | 4 DAYS |

| LINE NO | ITEM | UNIT OF MEASURE | QUANTITY | MATERIAL | | LABOR | | | EQUIPMENT | OTHER DIRECT COST | LINE TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | UNIT PRICE | TOTAL | MANHOUR | AVERAGE RATE | TOTAL | | | |
| 1 | Gravtity Vents | EA | 4.00 | 142.63 | 570.52 | 12.00 | 95.20 | 1,142.40 | 0.00 | 0.00 | 1,712.92 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| A | Total Direct Cost | | | | 570.52 | | | 1,142.40 | 0.00 | 0.00 | 1,712.92 |
| B | Tax | | 10.50% | | 59.90 | | | | | | 59.90 |
| C | Subtotal | | | | 630.42 | | | 1,142.40 | 0.00 | 0.00 | 1,772.82 |
| D | OH and Profit for Labor Cost | | 5.00% | | | | | | | | 57.12 |
| E | OH and Profit for Material, Equipment and Other Direct Cost | | 5.00% | | | | | | | | 31.52 |
| F | Bond | | 2.00% | | | | | | | | 37.23 |
| G | **TOTAL** | | | | **630.42** | | | **1,142.40** | | **0.00** | **1,898.70** |

AME
BUILDERS, INC.

| Material | Qty | Unit | Coverage | Coverage Unit | Waste Factor | Material Qty | Unit Price | Amount |
|---|---|---|---|---|---|---|---|---|
| Vents | 4 | EA | 1 | EA/EA | 0% | 4.0 | 55.13 | 220.52 |
| Misc | 1 | EA | 1 | EA/EA | 0% | 1.0 | 150 | 150.00 |
| Delivery | 1 | EA | 1 | | 0% | 1.0 | 200 | 200.00 |
| Sum | | | | | | | | 570.52 |
| Unit Price | | | | | | | | 142.63 |

**Burbank Unified School District**
**Board of Education**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | The President of the Board of Education |
| PREPARED BY: | Cindy Quiterio, Executive Assistant to the Board of Education and Superintendent |
| SUBMITTED BY: | Cindy Quiterio, Executive Assistant to the Board of Education and Superintendent |
| DATE: | August 11, 2025 |
| SUBJECT: | Discussion and Approval of Amended Board Representation on District and Community Committees/Groups for 2025 |

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**Background:**

On February 6, 2025, the Board of Education selected its members to serve as representatives on various District and community committees.

On June 11, 2025, the Burbank Unified School District's Board of Education voted to approve Resolution 52, which formally censured Trustee Charlene Tabet. In addition, Trustee Tabet has been absent from all meetings of the Board of Education since May 15, 2025.

Pursuant to Board Bylaw 9140: Board Representatives, the Board may appoint any of its members to serve as its representatives on District committees or advisory committees of other public agencies of organizations. Due to open meeting law requirements, most of the Board shall not be appointed to serve on the same committee. The list of committees and/or groups and Board representatives accompanies this report.

To maintain active and effective Board representation, it is necessary to appoint a new representative to any committee on which Trustee Tabet was previously assigned.

**Discussion/Issues:**

When making such appointments, the Board shall clearly specify, on a case-by-case basis, what authority and responsibilities are involved. Board representatives shall not grant District approval or endorsement for any activity without prior Board approval.

Should a committee discuss a topic on which the Board has taken a position, the Board member(s) may express that position as a representative of the Board. When contributing individual ideas or opinions on other topics, he/she shall make it clear that he/she is speaking as an individual, not on behalf of the Board.

**Fiscal Impact:**

None

**Recommendation:**

The President of the Board of Education recommends that the Members of the Board approve the amended list of Board Representation on Committees / Groups for 2025, following discussion, as presented.

**Burbank Unified School District**
**Board of Education**

## BOARD REPRESENTATION ON COMMITTEES / GROUPS

**The list below indicates the Committee / Group assignments as of February 6, 2025.**

| Subcommittee / | Board Member(s) |
|---|---|
| Burbank Arts and Education Foundation | Tabet, Cano |
| District-Level English Learner Advisory Committee (DELAC) | Aghakhanian, Weisberg (Pontzer Kamkar*, alt.)*) |
| Five Star Coalition<br>*(monthly, 9am, at five school districts)* | Tabet, Aghakhanian (Aghakhanian*, alt.)* |
| Local Control and Accountability Plan Committee (LCAP) | Weisberg, Pontzer Kamkar *(Cano, alt.)* |
| Los Angeles County Committee on School District Organization<br>*(one voting event annually in November)* | Aghakhanian |
| Los Angeles County School Trustees Association (LACSTA) | Weisberg *(Tabet, alt.)* |
| Special Education District Advisory Committee (DAC) | Weisberg, Cano |
| School Facilities Oversight Committee<br>*(ex-officio members)* | Tabet, Pontzer Kamkar *(Weisberg, alt.)* |
| Superintendent's Oversight Sub-Committee | Tabet, Pontzer Kamkar |

Please note that meeting dates and times for 2025 are to be determined. Also, the Board may agree to allow other members to attend from time to time when appointed members are not available.

**BURBANK UNIFIED SCHOOL DISTRICT**
**Administrative Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM : | Andrew Cantwell, Chief Administrative Officer |
| PREPARED BY: | Dennis Maxwell, Director of Facilities |
| SUBMITTED BY: | Crystal Cozakos, Senior Administrative Assistant |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Notice of Completion, AME Builders Inc., 2425-022 Summer Roofing Project, Magnolia Park (Bond Fund) |

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**Background:**
The District is in the process of replacing the roofs at various sites over the 2025 summer break.
The District held a job walk on January 14, 2025. There were twelve (12) contractors in total, eight (8) contractors submitted a bid package. The awarding bid will include a Union Labor vendor.

Qualifying Bids for the Summer Roof Repair received were as follows:

| | |
|---|---|
| ADCO Roofing. | $236,000.00 |
| AME Builders Inc. | $220,800.00 |
| Best Contracting Services | $258,783.00 |
| Chapman Coast Roof | $428,527.00 |
| Commercial Roofing Systems | $333,173.00 |
| Courtney | $277,750.00 |
| Letner Roofing | $293,000.00 |
| R&R Roofing | $250,670.00 |

**Discussion/Issues:**
The District is in the process of replacing the roof at Magnolia Park as part of the Summer 24/25 Roofing Project. Magnolia Park has one (1) roof being replaced and will have a 5-year workmanship warranty from the installer.

Deductive change order No.1 was approved by the Board of Education on August 7, 2025, to accurately reflect that only $1,898.69 of the $4,000 allowance that was initially approved, was expended to replace four gravity vents.
This work was completed on July 16, 2025.

**Fiscal Impact:**
$218,698.69 (Bond Fund)

**Recommendation:**
Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education accept the following as completed: the 2425-022 Summer Roofing Project at Magnolia Park, PO #25003617, not to exceed $218,698.69 (21.0-00000-0-91008-85000-6230-517-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

**UNADOPTED MINUTES OF THE BOARD OF EDUCATION**
**BURBANK UNIFIED SCHOOL DISTRICT**

**February 1, 2024**

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Char Tabet
Abby Pontzer Kamkar
Armond Aghakhanian
Emily Weisberg

MEMBERS ABSENT:
Steve Ferguson

Also present were John Paramo, Superintendent; Andrew Cantwell, Assistant Superintendent of Administrative Services; Sarah Rudchenko, Assistant Superintendent, Human Resources; and Peter Knapik, Assistant Superintendent, Educational Services.

1) CALL TO ORDER

2) REQUESTS TO ADDRESS THE BOARD

2.a) Public Communications on Closed Session Agenda Items (In-Person Only)

2.b) Staff Responses

2.c) Board Members' Responses

3) CLOSED SESSION

3.a) Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A) (OF 30,671)

Final Settlement Agreement for Special Education Student 160003888

3.b) Public Employee Discipline/Dismissal/Release Pursuant to Government Code §54957 (OF 30,672)

3.c) Conference with Legal Counsel - Anticipated Litigation

4) RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

President Weisberg invited Nicole Drabecki to the podium to lead in the Pledge of Allegiance.

5) REPORTING ON CLOSED SESSION

President Weisberg informed that in Closed Session, they voted to approve the resignation agreement and general release of employee number CM 144-23. They Ayes were Charlene Tabet, Armond Aghakhanian, Abby Pontzer Kamkar and Emily Weisberg. One absent, Steve Ferguson. 3ayes-0nay-1absent

6) ADJUSTMENTS TO THE AGENDA

7) ITEMS FOR FUTURE AGENDAS

Vice President Aghakhanian would like to go back and revisit the Center for Entrepreneurship and see where we are and bring it back to the Board. President Weisberg says they will discuss at the joint meeting.

Clerk Pontzer Kamkar would like to understand the funds in the joint use budget with the City. She would like to know where and how they can be spent. She would also like to make a request to have the FCMAT report available for the next meeting.

8) PRESENTATIONS / RECOGNITIONS

9) REPORTS FROM THE BOARD

9.a) Student Representatives

Andranik Bilbulyan; Burbank High School, and Paris Tesfu; John Burroughs High School, will report on activities at their respective schools.

10) REQUESTS TO ADDRESS THE BOARD

10.a) Public Communications on Agenda Items

Mr. Schlossman begins with the absence of Member Ferguson and how many meetings he can miss before it becomes problematic. He questions President Weisberg's ability to rise during the Pledge of Allegiance. Mr. Schlossman then goes to speak regarding item 13d on the agenda he asks that the District do it how the City does it and allow the callers to call in the night of the meeting. He would like them to stop moving the agenda for people that they like. Ask Dr. Weisberg to respect the first Amendment and asks if she can name the five Amendments. Also he refers to item 14k that there is a settlement of $322,000. Is anyone held accountable? Says this is a regular occurrence and we don't have the money for all these settlements. He says that attention should be given to the speakers and there should be a ban for the Board members to use electronic devices during the meetings.

Nicole Drabecki, BTA president speaks regarding agenda item 14d. She questions why Mike Lee's services were extended. He is hired to support the new Director in Fiscal, but her members are not making that much and she is bothered by that figure. We have budget deficits and

declining enrollment, she's bothered by the $130/hour rate for Mike Lee. She wants to know what changed from the original $30,000 to the now $75,500.

10.b) Superintendent's Comments

John Paramo, Superintendent, will respond to public comment and will comment on items of interest to the Board of Education and community.

Superintendent Paramo thanks Mr. Schlossman for coming down and sharing his thoughts at the meeting. Says it is good to see Ms. Drabecki as always. Asks Mr. Cantwell to respond to Ms. Drabecki's question regarding Mike Lee. Andy Cantwell, Superintendent of Admin Services, responds with explaining that Mike Lee was the former Fiscal Director in Glendale and he came on to help the District in our time of need. We went nearly 7 months without a Fiscal Director. The savings to the District was about 140K. Him serving as an Interim Fiscal Director in that time actually was a significant savings. He is now training Dr. Mariam Abdelhamid, our new Director of Fiscal who is new to the state of California and the rules here.

10.c) Board Members' Responses

Board Members will respond to public comment and will comment on items of interest to the community.

Clerk Pontzer Kamkar responds to the public speakers. She tells Mr. Schlossman that the Board has done research with neighboring Districts to ensure that children get everything that they need. As a public school district, we are required to provide FAPE (Free and Appropriate Public Education). That $322,000 is the cost of providing this child with FAPE. There is no one to hold accountable for that. She is confident that our Special Education Director has negotiated something that is fair for this child.

Clerk Pontzer Kamkar then addresses Ms. Drabecki's concerns. She states that unfortunately that is the going rate for bringing in someone from a Business background. Especially when it includes budgeting with specific set of accounts for school districts. There is a lot of extra reporting. She is happy that we now have someone full time. Clerk Pontzer Kamkar would like to thank Principal Knoop for inviting herself and Dr. Macias to Burroughs to watch the Chorus of LA perform.

President Weisberg tells Ms. Drabecki that she appreciates that she holds them accountable, and is happy that people are reading the agenda.

President Weisberg announces the Retirements. First one in Yolanda Cornejo since 1999 and Cheryl Donovan since 2000. She thanks them for their service to BUSD.

11) REPORTS TO THE BOARD

11.a) 23-24 LCAP Mid-Year Update

Peter Knapik, Assistant Superintendent, Educational Services, will introduce Robyn Anders who will present on the 23-24 LCAP Mid-Year Update, as presented.

23-24 LCAP Mid-Year Update 2 1 24.pdf (OF 30,673)

Dr. Robyn Anders presents the 23-24 LCAP Mid-Year Update to the Board. He then hands over the podium to Superintendent, Dr. Paramo who will talk through the next slides and explain to the community the proposed budget planning for the 24-25 school year. He goes on to finish up the presentation to the Board.

12) PUBLIC HEARING - Approximately 7:30 p.m.

12.a) Public Disclosure of the 2023-2024 Negotiated Amendment to the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

That the Board of Education will hold a Public Hearing, in compliance with provisions of AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5 to allow the public an opportunity to comment regarding the 2023-2024 Amendment to the Agreement between the Burbank Unified School District and the California School Employee Association (CSEA), as presented.

Mr. Schlossman begins by mentioning that the teachers get 16 weeks off and President Weisberg let's him know that this section of the Public hearing is for CSEA members. Mr. Schlossman then continues to speak out about how there is no mention of pension contributions in the documents and says that raises are not sustainable. He mentions that our District has some of the highest paid employees in the area and thinks we are depleting our General Fund and short changing our kids.

AB1200 CSEA Public Hearing 020124.pdf (OF 30,674)

12.b) Public Disclosure in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB2756 (Chapter 52/Statutes 2004), GC 3547.5, and the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA)

That the Board of Education will hold a Public Hearing, in compliance with provisions of AB1200 (Chapter 1213/Statutes 1994), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5 to allow the public an opportunity to comment regarding the 2023-2024 Amendment to the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA), as presented.

Mr. Schlossman addresses the Board with his concerns about Administrators wanting more money and that the Parcel tax is only to be used for construction and maintenance purposes. States that when you deplete the general fund for salaries, its troubling. He asks what do you with all the money they are taking away from the kids and he says it is greed and short changes the kids. He states that Dr. Paramo was talking about cuts that he has to make, but is asking for more money for his Administrators.

Mr. Andre Dionysian says that him being a product of Burbank Unified, he has seen the turnover of school Administrators. It is important for Burbank to remain competitive when hiring school

Administration. Has a question, why are there two separate reports and two separate public hearings.

Amended AB1200 BASA Public Hearing 020124.pdf (OF 30,675)

13) NEW AND/OR UNFINISHED BUSINESS

13.a) Approval of the 2023-2024 Negotiated Amendment to the Agreement between the Burbank Unified School District and the California School Employees Association (CSEA)

That the Board of Education approve the 2023-2024 Amendment to the Agreement between Burbank Unified School District and the California School Employees Association, as presented.

AB1200 CSEA Approval 020124.pdf (OF 30,676)

It was moved by Armond Aghakhanian, and seconded by Abby Pontzer Kamkar, that the Board of Education approve the item as recommended. The motion carried unanimously.

Clerk Pontzer Kamkar wants to make sure she is reading correctly that the pension contributions are included in the AB 1200 for $561,000 thousand of which $324,000 thousand is from unrestricted funds and $236,000 thousand is from restricted funds.

Mr. Cantwell, Assistant Superintendent of Admin Services confirms he agrees with Clerk Pontzer Kamkar's understanding.

President Weisberg addresses the room and states that although there are not always lengthy discussions after voting, there is a lot of work going into it before it actually goes to the Board.

13.b) Approval of the 2023-2024 Amendment to the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA), in Accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

That the Board of Education approve the 2023-2024 Amendment to the Agreement between the Burbank Unified School District and the Burbank Association of School Administrators (BASA), as presented.

Amended AB1200 BASA Approval 020124.pdf (OF 30,677)

It was moved by Abby Pontzer Kamkar, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

Clerk Pontzer Kamkar asks about the Amendments that were made since they last spoke about it. Mr. Cantwell, Assistant Superintendent of Admin Services states that BASA was initially going to have a 3.5% raise, except for the Superintendent. But the District gave the same raise that they gave to CSEA and BTA. They will no longer go forward with the "me too" clause. But rather delay any raise for the Assistant Superintendent's and Directors on Range A. Delaying that for this entire fiscal year.

President Weisberg appreciates and thanks the Assistant Superintendent's willingness to make this adjustment.

Clerk Pontzer Kamkar asks for the difference in terms of the total cost difference between the original version and the current.
Superintendent Paramo states it wasn't calculated and can get that done and shared to the public.

Vice President Aghakhanian states he is a frugal person. He states that cost of living and food costs are increasing. He would rather keep our faculty than to lose them to other places because they pay more. States we are a non profit institution and ultimately you can't put a price on good education. Thanks negotiation team for all their hard work.

13.c) Approval of Agreement for Professional Services with AMS.NET

That the Board of Education approve the agreement with AMS.NET for professional services, not to exceed $30,000, (01.0-67620.0-00000-77000-5850-7739000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Agreement_AMS.NET Professional Services_020124.pdf (OF 30,678)

It was moved by Abby Pontzer Kamkar, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

13.d) Format Changes to the Board of Education Meeting Agenda

John Paramo, Superintendent, recommends that the Board of Education adopt the format changes to the Board of Education meeting agenda, effective February 1, 2024, as presented.

President Weisberg addresses that she has been talking to the collective Board as a way to make the meetings more accessible to the public and make it easier for the opportunity to participate. President Weisberg asked Dr. Paramo if the District can send out a survey to the BUSD community members asking if moving to 6:00 p.m. would be more benefiting for parents and community members. President Weisberg would like to talk about the changes that are realistic to discuss. First, she would like to propose adding to the beginning of the Board meetings. She would like to suggest adding a standing item for BTA and CSEA Presidents to report out if they need to. Other additions are to add the Board Report back in to talk about things done in the community. Lastly, President Weisberg would like to add a section for Superintendent's Report. President Weisberg has convened with Mr. Cantwell and Dr. Paramo and she doesn't know the last time the Agenda structure was modernized and/or updated. People who come to speak during the second Public comment period have to wait a long time then end up leaving if it’s too late. President Weisberg's intention is not to adjust the time the speakers have, but would like to have the Agenda specific items go first, and then anything within jurisdiction of the Board follow after. Will still keep five minutes for both comments.

Vice President Aghakhanian speaks on how he feels it is important for where items are located on the Agenda. It's important as Elected Officials to listen to the public and our students. Acknowledges that Public and Students should go first.

Clerk Pontzer Kamkar continues with agreeing with Vice President Aghakhanian's comments and continue with Public comment all the way at the top and then space for responses to that right after. She is also curious if we are continuing the blue card and white card process.

President Weisberg says her understanding is that we would have to indicate if it was an Agenda item or within the jurisdiction of the Board. One card per person and we still have the zoom public comments, which is something the City does not have. Will make sure the changes will be publicized and changes to the cards will be posted by the comment cards. Agrees with Public Comments being earlier.

Member Tabet reviews changes. Thinks it's a better idea to have both colors of the cards available. It might be easier to determine which group is speaking first.

President Weisberg wanted to sum up and reiterates all the changes decided for the Agenda. Suggest we keep Student reports on the top of the Agenda.

Member Tabet agrees and asks to keep Recognitions and Presentations at the top.

Clerk Pontzer Kamkar noticed that there was no gift report at the last meeting. Would like to adjust the format of the gift report, can we consolidate amongst similar gifts.

The Board members continue conversations at the dais about the gift report subject.

Board Memo - Agenda Format Changes.pdf (OF 30,679)

It was moved by Abby Pontzer Kamkar, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

13.e) Structural Changes to the Governance Committee Meetings

John Paramo, Superintendent, recommends that the Board of Education approve the structural changes to the Academic Affairs, Administrative Affairs, and Student Affairs Board Governance Committees, effective February 2, 2024, as presented.

President Weisberg said Mr. Ferguson had an interesting idea and the goal was to streamline and make Governance Committees more effective. Will be keeping ones that are legally required as is, and then condensing into 3 larger Governance bodies that don't vote or make policy, but talk about specific items. President Weisberg suggested to disband and create Adhoc committees to have conversations about specific issues and when it has been resolved. Then to dissolve that Adhoc committee.

Board members discussed at the dais that they agreed with these changes.

Superintendent Paramo said District will need to send official letters to all members on the Governance committees so they know where it stands. He agrees to establish Adhoc committees as well.

Governance Committee Meeting - Potential Changes.pdf (OF 30,680)

It was moved by Armond Aghakhanian, and seconded by Abby Pontzer Kamkar, that the Board of Education approve the item as recommended. The motion carried unanimously.

13.f) Ratification of Professional Services, FORMA Engineering and Contracting, Inc. (Building Fund)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and FORMA Engineering and Contracting, Inc. for bond program management, effective January 9, 2023 through June 30, 2024, not to exceed $63,580 (21.3-00000.0-92000-85000-6243-740-0021) Building Fund, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Forma Professional Services 020124_Redacted.pdf (OF 30,681)

It was moved by Abby Pontzer Kamkar, and seconded by Char Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously.

14) CONSENT AGENDA

14.a) Approval of John Burroughs High School Television Production Class (Overnight) Field Trip

That the Board of Education approve the John Burroughs High School Television Production (Overnight) Field Trip request to participate in the Student Television Network Convention in Long Beach, CA from Thursday, March 14, 2024 through Sunday, March 17, 2024, as presented.

JBHS Television Production Overnight Field Trip 2 1 24.pdf (OF 30,682)

14.b) Acceptance of Notice of Completion, Furnish and Install Rubber Surfacing in Playground Area, Walt Disney Elementary School (Safety Credit)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Furnish and Install Rubber Surfacing in the Playground Area, Walt Disney Elementary School, PO# 24001621, not to exceed $40,673.67 (01.0-81500.0-00000-85000-6170-7523200) Safety Credit, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Dave Bang_Disney_Safety.pdf (OF 30,683)

14.c) Ratification of Amended Authorization of Signatures

Andrew Cantwell, Assistant Superintendent, Administrative Services recommends that the Board of Education ratify the amended authorization of signatures, for the period of January 1, 2024 through June 30, 2024, as presented.

Amended Auth Signatures 020124.pdf (OF 30,684)

14.d) Amendment of Consultant Agreement for Mike C. Lee (Administrative Services)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Mike C. Lee, effective October 20, 2023 through June 30, 2024, in the amount not to exceed, $75,500 (01.0-00000.0-00000-72000-5850-7472000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amendment Mike C. Lee 011824_Redacted.pdf (OF 30,685)

14.e) Ratification of University Agreement– California State University, CalState Teach

Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education to ratify the University Agreement between the Burbank Unified School District and California State University, CalState Teach to provide educational field experience, effective January 18, 2023 through until terminated three (3) years on October 31, 2026, and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Ratification of University Agreement- California State University, CalState Teach.pdf (OF 30,686)

14.f) Amendment of Agreement for Professional Services (Special Education)

Jennifer Nicholson, Director of Special Education and Psychological Services recommends that the Board of Education amend an agreement between the Burbank Unified School District and American Language Services, to provide interpreting and translation for Burbank students, not to exceed $320,000 (01.0-65000.0-57602-11901-5850-7440000), effective October 1, 2023 through June 30, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original agreement was approved on October 19, 2023 in the amount of $20,000. The second amendment was on December 7, 2023 in the amount of $120,000. This amendment adds an additional $200,000 to increase the total not to exceed $320,000.

SPED Professional Services American Language Services_Amendment.pdf (OF 30,687)

14.g) Approval of Agreement for Professional Services (Special Education)

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Karen Lynn Epport, Ph.D., to provide a Psychoeducational IEE and Speech and Language IEE, not to exceed $10,500 (01.0-65000.0-57602-11900-5850-744000) for special education student 960023803, effective February 2, 2024 through May 23, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960023803 Karen Epport.pdf (OF 30,688)

14.h) Amended Agreement for Professional Services (Special Education)

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Learning Dynamics, Inc., to provide a neuropsychological educational IEE, not to exceed $6,575 (01.0-65000.0-57602-11900-5850-744000) for special education student 960030878, effective September 22, 2023 through May 23, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was September 21, 2023 for a total not to exceed $5,750. This amendment increases the total by $825. The new not to exceed amount is $6,575.

SPED Student 960030878 Learning Dynamics_Amendment.pdf (OF 30,689)

14.i) Approval of Agreement for Professional Services (Special Education)

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Learning Dynamics, Inc., to provide a psychological educational IEE, not to exceed $5,750 (01.0-65000.0-57602-11900-5850-744000) for special education student 960034080, effective February 2, 2024 through June 30, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034080 Learning Dynamics.pdf (OF 30,690)

14.j) Approval of Agreement for Professional Services (Special Education)

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Jabberdogs, to provide compensatory education, not to exceed $3,240 (01.0-65000.0-57602-11901-5850-7440000), effective February 2, 2024 through June 30, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960027543 Jabberdogs.pdf (OF 30,691)

14.k) Action on Final Settlement Agreement (Special Education)

Jennifer Nicholson, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 160003888, no to exceed $321,750, (01.0-65000.0-50010-36000-5813-7440000), effective January 18, 2024 through June 30, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888 Settlement Agreement.docx.pdf (OF 30,692)

14.l) Amendment of Agreement for Professional Services Xia Liu (Administrative Services)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Xia Liu to provide services in Accounts Receivable, not to exceed $15,960 (01.0-00000.0-00000-72000-5850-7472000), effective November 3, 2023 through June 30, 2024, as presented.

Amendment Xia Liu 020124_Redacted.pdf (OF 30,693)

14.m) Amendment of Agreement for Professional Services for Noemi Lokmanian (Administrative Services)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Noemi Lokmanian to provide services in Account Receivable, not to exceed $15,960 (01.0-00000.0-00000-72000-5850-7472000), effective November 3, 2023 through June 30, 2024, as presented.

Amendment Noemi Lokmanian 020124_Redacted.pdf (OF 30,694)

14.n) Notice of Completion, In-House Sound LLC, Furnish and Install Audio Equipment Replacement in Auditorium, Dolores Huerta Middle School (AMS and Gift Funds)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Furnish and Install Audio Equipment Replacement in the Auditorium at Dolores Huerta Middle School, PO#24002224, not to exceed $22,887.14 (010-67700-0-11100-10000-6510-321-9000) AMS Funds and $5,703.92 (010-90201-0-11100-10000-6510-321-8100) Gift Funds, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_InHouseSound_Huerta_AMS Gift Funds.pdf (OF 30,695)

14.o) Notice of Completion, Volt Lite Inc., Furnish and Install Lighting System Upgrade in Auditorium, Stevenson Elementary School (Gift Funds)

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Furnish and Install Lighting System Upgrade in the Auditorium at Stevenson Elementary School, PO#24002734, not to exceed $14,995.16 (010-90201-0-11100-10000-6510-215-8700) Gift Funds, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Volt Lite_Stevenson_Gift Funds.pdf (OF 30,696)

14.p) Approval of the 2023-2024 Purchase Order Report

Andrew Cantwell, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve purchase orders for 2023-2024 as listed through January 08, 2024, as presented.

2023-2024 PURCHASE ORDER REPORT.pdf (OF 30,697)

14.q) Approval of Personnel Report Number 23-24-13

Sarah Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 23-24-13, covering Certificated and Classified personnel, and consisting of Pages 1 to 20 inclusive, as presented.

Personnel Report- 23-24-13.pdf (OF 30,698)

14.r) Amendment to Consultant Agreement for Pryor Learning

Linda Junge, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Pryor Learning to provide instructional consultant services, effective September 8, 2023 through May 31, 2024, in the amount of $7,200 (11.0-63910.0-41101-27000-5810-5330000, 11.0-63910.0-41102-27000-5810-5330000 11.0-63910.0-41104-27000-5810-5330000, 11.0-63910.0-41106-27000-5810-5330000, 11.0-63910.0-41100-27000-5810-5330000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amendment Consultant Agrmt Pryor Learning 020124.pdf (OF 30,699)

14.s) Approval of Instructional Consultant Services

Linda Junge, Assistant Superintendent, Instructional Services, recommends 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.

Inst Consultants 020124_Redacted.pdf (OF 30,700)

It was moved by Abby Pontzer Kamkar, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously.

15) REQUESTS TO ADDRESS THE BOARD

15.a) Public Communications on Any Subject Within the Jurisdiction of the School Board

Mr. Schlossman speaks regarding the changes to the agenda and the changes to Public Comment. Addresses the Board that they are in violation of the Brown Act. Asks how many meetings Board members can miss before it's a violation of office.

Klint Howard speaks regarding school violence and how administration does not handle fighting. He says that his daughter, a student at Dolores Huerta, was struck by a student. Horrified by the school violence and how it's not handled by Administrators and Teachers.

Katherine Howard, parent/community member requests that staff notify parents before searching students or pulling them out of classroom. What can we do as parents to raise funds and help build future generations. Recommends uniforms or see through backpacks to help reduce contraband and drug use.

Nicole Drabecki says that they stand up for the BTA membership and staff. They work hard every day and deserve to get fair compensation, stating many employees can't afford to live in Burbank. She says that CSEA deserves the right to have a salary increase as well. She never received an eNews about the new hire for Director of Fiscal Services.

15.b) Superintendent's Comments

John Paramo, Superintendent will respond to public comment and will comment on items of interest to the Board of Education and community.

Superintendent Dr. Paramo responds to Public Comments. He addresses Nicole Drabecki and agrees that the teaching and classified staff deserve more. Dr. Paramo replies to Mr. Schlossman by letting him know that they have not violated Brown Act. He has weekly meetings with the Board Presidents and there are constant conversations going into everything. Tells Mr. and Mrs. Howard, that he will ask Dr. Oscar Macias to reach out to him and the Principal and to look into this matter more in depth. As for discipline, the legal standard is "reasonable suspicion."

15.c) Board Members' Comments and Responses

Board Members will respond to public comment and will comment on items of interest to the community.

Board member Tabet addresses Nicole Drabecki. Appreciates her coming in and rallying for her groups. Addresses the Howard's and appreciates Mrs. Howard's approach to the Board. She came up with suggestions with giving back for the kids. We all want a good safe place for our kids to grow.

Clerk Pontzer Kamkar thanks Mr. and Mrs. Howard for coming and waiting to speak. Agrees that middle schools in particular have a lot of issues because students were out of school for a period of time. Trust in Dr. Macias to follow up with their concerns. Understands there is a need for better communication within the District.

Vice President Aghakhanian also expresses his understanding to the Howard's for their parental concerns to a middle school child. Appreciates Ms. Drabecki's concerns. If we keep this up, we will have a hard time keeping our staff. Together we will overcome these challenges.

President Weisberg, agrees with Nicole Drabecki that better compensation for our staff is vital. Living where you work, increases value as well. Being a teacher is a lifetime investment and we should be able to pay more. Thanks Mr. and Mrs. Howard and lets them know that they don't have to wait for a Board meeting to reach out with any questions.

16) ADJOURNMENT

Meeting adjourned at 9:33 p.m.

MINUTES APPROVED:

_____
John Paramo, SUPERINTENDENT
SECRETARY OF THE BOARD

8/7/2025
_____
DATE

_____
Abigail Pontzer Kamkar, CLERK

# BURBANK UNIFIED SCHOOL DISTRICT



## BOARD DETAIL REPORT

**Printed between 07/01/2025 & 07/14/2025**

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 26000119 | DIY HOME CENTER | C/O 1: ADD LIST OF AUTHORIZED PERSONNEL; 2025-26 BLANKET ORDER; CUSTODIAL & FACILITY SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $20,000.00 |
| 26000261 | DIY HOME CENTER | C/O 1: REVISE LIST OF AUTHORIZED PERSONNEL; 2025-26 BLANKET ORDER; CUSTODIAL AND GROUND SUPPLIES; ACCOUNTS PAYABLE FUNDS | FACILITIES SERVICES | 010 | $2,000.00 |
| 26000377 | NEWSELA, INC. | SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/18/25 | MC KINLEY ELEMENTARY | 010 | $6,550.20 |
| 26000378 | NTT AMERICA INC | SOFTWARE LICENSE; BOARD APPROVED 6/18/25 | TECHNOLOGY SERVICES | 010 | $84,096.00 |
| 26000379 | BROIDY, HEATHER | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $10,986.00 |
| 26000380 | ASSESSOR, CHRISTINE DENISE | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $3,605.00 |
| 26000381 | OGAWA, RANDY M | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $9,545.00 |
| 26000382 | CAFARELLA, VALERIE | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $3,605.00 |
| 26000383 | CHIN, TIMMY | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $13,733.00 |
| 26000384 | FALLS, RALPH DEJEAN | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $8,327.00 |
| 26000385 | LOPEZ, ISMAEL | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $9,545.00 |
| 26000386 | MARTIROSYAN, ANNA | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $8,798.00 |
| 26000387 | OLMOS, DAVID | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $2,299.00 |
| 26000388 | TARANDEK, GENEVA RICHARDS | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $9,766.00 |
| 26000389 | RIOS, LYDIA MARINA | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $3,530.00 |
| 26000390 | SWEENEY, LINDA MARIE | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $3,530.00 |
| 26000391 | VAN LOO, BRENDHEN | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $8,798.00 |
| 26000392 | VONK, RICK | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $9,545.00 |
| 26000393 | DEKAY, JAMES C. | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $12,370.00 |
| 26000394 | PETERSEN, NANCY | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $11,444.00 |
| 26000395 | GREGORCZYK, LINDA V. | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $12,589.00 |
| 26000396 | PRO LINE GYM FLOORS INC. | GYM FLOOR MAINTENANCE AT BURBANK HIGH SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $11,650.00 |

# BURBANK UNIFIED SCHOOL DISTRICT



## BOARD DETAIL REPORT

**Printed between 07/01/2025 & 07/14/2025**

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 26000397 | AMTECH ELEVATOR SERVICES | DISTRICT WIDE ELEVATOR INSPECTION AND MAINTENANCE; ON-GOING AND MAJOR MAINTENANCE FUNDS; BOARD APPROVED 6/26/25 | FACILITIES SERVICES | 010 | $55,800.00 |
| 26000398 | AMAZON CAPITAL SERVICES | CLASSROOM FURNITURE | MILLER ELEMENTARY | 010 | $2,766.21 |
| 26000399 | SOFTCHOICE CORP | NETWORK MONITORING SOFTWARE; BOARD APPROVED 6/18/25 | TECHNOLOGY SERVICES | 010 | $8,608.00 |
| 26000400 | WESTERN INDOOR ENVIRONMENTAL SERVICES | KITCHEN EXHAUST CLEANING SERVICES; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $6,490.00 |
| 26000401 | BANC OF AMERICA PUBLIC CAPITAL CORP | LEASE AGREEMENT; BOARD APPROVED 6/21/18 | FISCAL SERVICES | 010 | $533,657.05 |
| 26000402 | ARROW RESTAURANT EQUIPMENT | REPLACEMENT FREEZER FOR KITCHEN AT MCKINLEY; CHILD NUTRITION SCHOOL PROGRAM FUNDS | FOOD SERVICES | 130 | $6,977.41 |
| 26000403 | SHARP BUSINESS SYSTEMS | 2025-26 BLANKET ORDER; DISTRICT-WIDE COPIER AND PRINTER LEASE; BOARD APPROVED 6/20/24 | FISCAL SERVICES | 010 | $207,622.50 |
| 26000404 | SHARP BUSINESS SYSTEMS | 2025-26 BLANKET ORDER; PRINTER MAINTENANCE CHARGES; BOARD APPROVED 6/20/24 | FISCAL SERVICES | 010 | $177,000.00 |
| 26000405 | CANON FINANCIAL SERVICES, INC. | 2025-26 BLANKET ORDER; PRINT SHOP EQUIPMENT LEASE; BOARD APPROVED 2/2/23 AND 6/20/24 | FISCAL SERVICES | 010 | $157,731.02 |
| 26000406 | CANON FINANCIAL SERVICES, INC. | 2025-26 BLANKET ORDER; PRINTER MAINTENANCE CHARGES; BOARD APPROVED 2/2/23 & 6/20/24 | FISCAL SERVICES | 010 | $57,600.00 |
| 26000407 | AMAZON CAPITAL SERVICES | 2025-26 BLANKET ORDER; SUPPLIES AND MATERIALS; CHILD NUTRITION SCHOOL PROGRAM FUNDS | FOOD SERVICES | 130 | $15,000.00 |
| 26000410 | CSBA CALIFORNIA SCHOOL BOARDS ASSOC | MEMBERSHIP RENEWAL; BOARD APPROVED 6/18/25 | SUPERINTENDENT ´S OFFICE | 010 | $20,104.00 |
| 26000411 | KARIMIAN, ROOBINA | 2025-26 BLANKET; RETIREE MEDICAL REIMBURSEMENT | FISCAL SERVICES | 670 | $8,798.00 |
| 26000412 | CENIC | 2025-26 BLANKET ORDER; DISTRICT-WIDE HIGHSPEED BANDWIDTH INTERNET ACCESS; BOARD APPROVED 10/3/24 | TECHNOLOGY SERVICES | 010 | $4,290.00 |
| 26000413 | WEST SAN GABRIEL LIABILITY & PROPERTY JPA | WORKERS' COMPENSATION INSURANCE | FISCAL SERVICES | 010 | $2,234,804.00 |
| 26000414 | WEST SAN GABRIEL LIABILITY & PROPERTY JPA | CSAC LIABILITY AND PROPERTY INSURANCE | FISCAL SERVICES | 010 | $2,296,817.00 |
| 26000415 | NATIONAL STUDENT CLEARINGHOUSE | ANNUAL RENEWAL FEE FOR STUDENT TRACKER; BHS & JBHS; BOARD APPROVED 6/18/25 | INSTRUCTIONAL SERVICES | 010 | $1,785.00 |
| 26000416 | BANC OF AMERICA PUBLIC CAPITAL CORP | ENERGY SAVINGS PROGRAM LOAN PAYMENTS; BOARD APPROVED 3/19/15 | FISCAL SERVICES | 010 | $772,213.85 |
| 26000417 | TEXTBOOK WAREHOUSE INC | TEXTBOOKS; LOTTERY FUNDS | INSTRUCTIONAL SERVICES | 010 | $9,646.21 |
| 26000418 | AMS.NET, LLC | DATA BACKUP SOFTWARE SUBSCRIPTION; BOARD APPROVED 6/18/25 (LICENSE LIST) | TECHNOLOGY SERVICES | 010 | $12,904.53 |

# BURBANK UNIFIED SCHOOL DISTRICT



## BOARD DETAIL REPORT

**Printed between 07/01/2025 & 07/14/2025**

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 26000419 | ADMINISTRATIVE SOFTWARE APPLICATIONS INC | SOFTWARE LICENSE; ADULT EDUCATION-BLOCK GRANT; BOARD APPROVED 6/18/25 | BURBANK ADULT SCHOOL | 110 | $14,959.84 |
| 26000420 | US BANK NATIONAL ASSOCIATION | SOFTWARE LICENSE; BOARD APPROVED 6/18/25 | TECHNOLOGY SERVICES | 010 | $96.00 |
| 26000421 | THE CALIFORNIA EDUCATION PARTNERS | CONSULTANT AGREEMENT; 8TH & 9TH GRADE ENGLISH PROGRAM COLLABORATION; LCFF SUPPLEMENTAL FUNDS; BOARD APPROVED 6/18/25 | INSTRUCTIONAL SERVICES | 010 | $90,000.00 |
| 26000422 | COSCO FIRE PROTECTION INC | FIRE ALARM PANEL SERVICE AT BURBANK HIGH SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $3,020.00 |
| 26000423 | GATEWAY EDUCATIONHOLDINGS LLC | BOOKS; LOTTERY FUNDS | JOHN BURROUGHS HIGH SCHOOL | 010 | $3,120.15 |
| 26000424 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | 2025-26 BLANKET ORDER; OFFICE SUPPLIES | PERSONNEL SERVICES | 010 | $6,000.00 |
| 26000425 | CALIFORNIA IT IN EDUCATION | 2025-26 MEMBERSHIP; BOARD APPROVED 7/24/25 | TECHNOLOGY SERVICES | 010 | $375.00 |
| 26000426 | RAPTOR TECHNOLOGIES LLC | VISITOR MANAGEMENT SYSTEM ANNUAL ACCESS FEE; BOARD APPROVED 6/18/25 | PERSONNEL SERVICES | 010 | $68,495.00 |
| 26000427 | AMAZON CAPITAL SERVICES | 2025-26 BLANKET ORDER | PERSONNEL SERVICES | 010 | $3,000.00 |
| 26000428 | JOHNSTONE SUPPLY | HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $16,158.81 |
| 26000429 | PEARSON ASSESSMENT | TESTING MATERIALS | HORACE MANN CENTER | 010 | $913.12 |
| 26000430 | FRONTLINE TECHNOLOGIES | ANNUAL SUBSCRIPTION; ABSENCE & SUBSTITUTE MANAGEMENT SERVICES; BOARD APPROVED 6/18/25 | PERSONNEL SERVICES | 010 | $34,208.36 |
| 26000431 | EPICOR SOFTWARE CORPORATION | SOFTWARE LICENSE; BOARD APPROVED 6/18/25 | PERSONNEL SERVICES | 010 | $3,263.10 |
| 26000432 | STATE OF CALIFORNIA DEPARTMENT OF JUSTICE | 2025-26 BLANKET ORDER; FINGERPRINTING SERVICES | PERSONNEL SERVICES | 010 | $72,000.00 |
| 26000433 | T-MOBILE | 2025-26 BLANKET ORDER; HOT SPOT MONTHLY SERVICES | TECHNOLOGY SERVICES | 010 | $7,500.00 |
| 26000434 | AMAZON CAPITAL SERVICES | 2025-26 BLANKET ORDER; MATERIALS AND SUPPLIES; TITLE I FUNDS | Student Services | 010 | $2,000.00 |
| 26000435 | BEACON SALES ACQUISITION, INC. | CARRYOVER PO 25004636; ROOFING MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $3,962.85 |
| 26000436 | OGAWA, RANDY | CONSULTANT AGREEMENT; FACILITIES SERVICES MANAGEMENT; UNRESTRICTED MAINTENANCE FUNDS; BOARD APPROVED 6/5/25 | BUSINESS OFFICE | 010 | $20,560.00 |
| 26000437 | SCHOOL SPECIALTY, INC | CLASSROOM SUPPLIES; LOTTERY FUNDS | JEFFERSON ELEMENTARY | 010 | $430.15 |
| 26000438 | US AIR CONDITIONING DISTRIBUTORS | HVAC REPAIR PARTS; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $5,303.12 |
| 26000439 | FEDERAL EXPRESS | 2025-26 BLANKET ORDER; FEDERAL EXPRESS SHIPPING | PERSONNEL SERVICES | 010 | $6,000.00 |
| 26000440 | AMAZON CAPITAL SERVICES | CLASSROOM FURNITURE; CAPITAL FACILITIES FUNDS | INSTRUCTIONAL SERVICES | 250 | $208.07 |

# BURBANK UNIFIED SCHOOL DISTRICT



## BOARD DETAIL REPORT

**Printed between 07/01/2025 & 07/14/2025**

| PO Number | Vendor | Description | Site | Fund | Total Amount |
|---|---|---|---|---|---|
| 26000441 | LAKESHORE CURRICULUM MATERIAL | CLASSROOM SUPPLIES AND FURNITURE; CAPITAL FACILITIES FUND | PROVIDENCIA ELEMENTARY | 250 | $1,950.48 |
| 26000442 | KELLY SPICERS | 2025-26 BLANKET ORDER; PRINTING SUPPLIES | WAREHOUSE | 010 | $150,000.00 |
| 26000443 | KELLY SPICERS STORES | 2025-26 BLANKET ORDER; PRINTING SUPPLIES | WAREHOUSE | 010 | $6,000.00 |
| 26000444 | BUDDY'S ALL STARS | CUSTOM PATCHES; ADULT EDUCATION-BLOCK GRANT | BURBANK ADULT SCHOOL | 110 | $242.55 |
| 26000445 | TRANE U.S. INC | HVAC EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $7,914.92 |
| 26000446 | ACE BUSINESS MACHINES, INC. | OFFICE SUPPLIES | BUSINESS OFFICE | 010 | $194.69 |
| 26000447 | LESLIE'S POOLMART, INC. | 2025-26 BLANKET ORDER; POOL SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $1,500.00 |
| 26000448 | PRO LITERACY WORLDWIDE | BOOKS; ADULT EDUCATION-BLOCK GRANT | BURBANK ADULT SCHOOL | 110 | $813.12 |
| 26000449 | NTT AMERICA INC | SOFTWARE LICENSE; BOARD APPROVED 6/18/25 | TECHNOLOGY SERVICES | 010 | $14,380.00 |
| 26000450 | OFFICE DEPOT/ BUSINESS SERVICES DIVISION | 2025-26 BLANKET ORDER; OFFICE SUPPLIES | WAREHOUSE | 010 | $900.00 |
| 26000451 | FELLERS INC | 2025-26 BLANKET ORDER; PRINTING SUPPLIES | WAREHOUSE | 010 | $9,000.00 |
| 26000452 | LYNDE-ORDWAY CO | PRINTING SUPPLIES | WAREHOUSE | 010 | $240.45 |
| 26000453 | QUADIENT LEASING USA INC | 2025-26 BLANKET ORDER; OFFICE SUPPLIES | PERSONNEL SERVICES | 010 | $5,000.00 |
| 26000454 | ULINE - Attn: ACCOUNTS RECEIVABLES | 2025-26 BLANKET ORDER; OFFICE SUPPLIES | WAREHOUSE | 010 | $6,000.00 |
| 26000455 | L.A. GRINDING CO | 2025-26 PRINTING SUPPLIES | WAREHOUSE | 010 | $500.00 |
| 26000456 | RNS COMMUNICATIONS INC | ADVERTISING SERVICES; ADULT EDUCATION-BLOCK GRANT; BOARD APPROVED 6/18/25 | BURBANK ADULT SCHOOL | 110 | $8,550.00 |
| 26000457 | US AIR CONDITIONING DISTRIBUTORS | HVAC REPAIR PARTS; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $4,276.05 |
| 26000458 | GRIMCO, INC. | 2025-26 BLANKET ORDER; PRINTING SUPPLIES | WAREHOUSE | 010 | $100.00 |
| 26000459 | FRESHWORKS INC | SOFTWARE LICENSE; BOARD APPROVED 6/18/25 | TECHNOLOGY SERVICES | 010 | $20,735.97 |
| 26000460 | SMARDAN SUPPLY BURBANK | PLUMBING EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS | FACILITIES SERVICES | 010 | $4,125.33 |

**PO Count:** **84** **Total:** **$7,460,923.11**

**Printed between 07/01/2025 & 07/14/2025**

## BOARD FUND SUMMARY

| Fund | Description | PO Count | Total Fund Amount |
|---|---|---|---|
| 010 | General Fund - Unrestricted | 58 | $7,261,408.64 |
| 110 | Adult Education Fund | 4 | $24,565.51 |
| 130 | Cafeteria Fund | 2 | $21,977.41 |
| 250 | Capital Facilities Fund | 2 | $2,158.55 |
| 670 | Self Insurance Fund | 18 | $150,813.00 |
| | | **Total:** | **$7,460,923.11** |

# PURCHASE ORDER

## BURBANK UNIFIED SCHOOL DISTRICT

**1900 WEST OLIVE AVE, BURBANK, CA 91506-2460**
**Phone: (818) 729-4400 Fax: (818) 729-4534**

PURCHASE ORDER NO.
**26000119**
Show this number on invoices, packages and correspondence.

DIY HOME CENTER



**Vendor#** 004225

**VENDOR**

DIY HOME CENTER
3221 W MAGNOLIA BLVD
BURBANK, CA 91505-2906

**Phone:** (818) 845-8301 **Fax:** (818) 846-9214

**SHIP TO**

BURBANK UNIFIED SCHOOL DISTRICT
FACILITIES SERVICES
510 S. SHELTON STREET
BURBANK, CA 91506-2818

**For:** FACILITIES SERVICES
S. HOY/SERGIO RODRIGUEZ

**PO Date:** 06/03/2025 **Requested Delivery:** 07/01/2025 **Buyer Name:** Maro Bojolyan **Req#** R0000012

| ITEM NO. | QTY ORDERED | UNIT OF ISSUE | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | CO | CHANGE ORDER #1: ADD LIST OF AUTHORIZED PERSONNEL PER EMAIL FROM SUSAN HOY 7/8/25 | | |
| | | | ********** | | |
| 1 | 1 | EA | >>> 2025 - 2026 BLANKET ORDER <<<<br><br>BLANKET ORDER TO COVER THE COST OF SUPPLIES TO BE PURCHASED BY FACILITIES SERVICES ON AN "AS NEEDED" BASIS FROM JULY 1, 2025 THROUGH JUNE 30, 2026.<br><br>PERSONNEL AUTHORIZED TO MAKE PURCHASES USING THIS PO NUMBER:<br><br>LUIS ALVAREZ<br>JOSE AYALA<br>HUGO ARMENTA<br>ADAM CAZAREZ<br>TRISTAN CLARK<br>CRYSTAL COZAKOS<br>KEITH EADLER<br>BRIAN GONZALEZ<br>JORGE GONZALEZ<br>JUAN GONZALEZ<br>SUSAN HOY<br>SCOT LOWE<br>HECTOR ALEX LAINEZ<br>JACK LUOMA | 20,000.00 | 20,000.00 |

| ACCOUNT NUMBER | AMOUNT |
|---|---|
| 010-81500-0-00000-81100-4310-752-0000-0000 | $20,000.00 |

| | | |
|---|---|---|
| (A) | SHIPMENT | DATE |
| (B) | SHIPMENT | DATE |
| (C) | SHIPMENT | DATE |
| (D) | SHIPMENT | DATE |
| (E) | SHIPMENT | DATE |

| | |
|---|---|
| SUB TOTAL | $ 20,000.00 |
| SALES TAX | $ 0.00 |
| SHIPPING | $ 0.00 |
| **TOTAL** | $ 20,000.00 |

**BURBANK UNIFIED SCHOOL DISTRICT**

Approved By:

Director, Fiscal Services

**PURCHASING COPY**

# PURCHASE ORDER

## BURBANK UNIFIED SCHOOL DISTRICT

**1900 WEST OLIVE AVE, BURBANK, CA 91506-2460**
**Phone: (818) 729-4400 Fax: (818) 729-4534**

PURCHASE ORDER NO.
**26000119**
Show this number on invoices, packages and correspondence.

DIY HOME CENTER



**Vendor#** 004225

**VENDOR**

DIY HOME CENTER
3221 W MAGNOLIA BLVD
BURBANK, CA 91505-2906

**Phone:** (818) 845-8301 **Fax:** (818) 846-9214

**SHIP TO**

BURBANK UNIFIED SCHOOL DISTRICT
FACILITIES SERVICES
510 S. SHELTON STREET
BURBANK, CA 91506-2818

**For:** FACILITIES SERVICES
S. HOY/SERGIO RODRIGUEZ

**PO Date:** 06/03/2025 **Requested Delivery:** 07/01/2025 **Buyer Name:** Maro Bojolyan **Req#** R0000012

| ITEM NO. | QTY ORDERED | UNIT OF ISSUE | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | HECTOR MARTINEZ<br>ROBERT MARTINEZ<br>MARVIN MARTINEZ<br>JONATHON MEISSNER<br>DENNIS MAXWELL<br>FRANCISCO MORALES CHICAS<br>DYLAN MONTENEGRO<br>MARTIN MORAN<br>JON PETRIE<br>KEITH RECCHIA<br>JEFF RUSSO<br>HUGO SANCHEZ<br>CHARLES SHILVOCK<br>JOHN M. URIBE<br>BRIAN VARGAS<br>LUIGI ZURADELLI<br><br>NOT TO EXCEED $20,000<br>INCLUDING TAXES AND SHIPPING<br><br>REFERENCE THE P.O. NUMBER ON ALL RECEIPTS, PACKING LISTS AND INVOICES.<br><br>*** SPECIAL INSTRUCTIONS ***<br>* VENDOR: FOR PROMPT PAYMENT, BILL TO: | | |

| ACCOUNT NUMBER | AMOUNT |
|---|---|
| 010-81500-0-00000-81100-4310-752-0000-0000 | $20,000.00 |

| | | |
|---|---|---|
| (A) | SHIPMENT | DATE |
| (B) | SHIPMENT | DATE |
| (C) | SHIPMENT | DATE |
| (D) | SHIPMENT | DATE |
| (E) | SHIPMENT | DATE |

| | |
|---|---|
| SUB TOTAL | $ 20,000.00 |
| SALES TAX | $ 0.00 |
| SHIPPING | $ 0.00 |
| **TOTAL** | $ 20,000.00 |

**BURBANK UNIFIED SCHOOL DISTRICT**

Approved By:



Director, Fiscal Services

**PURCHASING COPY**

# PURCHASE ORDER

## BURBANK UNIFIED SCHOOL DISTRICT

**1900 WEST OLIVE AVE, BURBANK, CA 91506-2460**
**Phone: (818) 729-4400 Fax: (818) 729-4534**

PURCHASE ORDER NO.
**26000119**
Show this number on invoices, packages and correspondence.

DIY HOME CENTER



**Vendor#** 004225

**VENDOR**

DIY HOME CENTER
3221 W MAGNOLIA BLVD
BURBANK, CA 91505-2906

**Phone:** (818) 845-8301 **Fax:** (818) 846-9214

**SHIP TO**

BURBANK UNIFIED SCHOOL DISTRICT
FACILITIES SERVICES
510 S. SHELTON STREET
BURBANK, CA 91506-2818

**For:** FACILITIES SERVICES
S. HOY/SERGIO RODRIGUEZ

**PO Date:** 06/03/2025 **Requested Delivery:** 07/01/2025 **Buyer Name:** Maro Bojolyan **Req#** R0000012

| ITEM NO. | QTY ORDERED | UNIT OF ISSUE | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | APINVOICES@BURBANKUSD.ORG<br><br>* PLEASE NOTE: WE ARE NO LONGER ACCEPTING HARD COPY INVOICES SENT BY MAIL<br>* MATERIAL SAFETY DATA SHEETS (MSDS) ARE TO BE PROVIDED AT TIME OF PICKUP OR DELIVERY OF ITEMS SUPPLIED ON THIS PURCHASE ORDER THAT MAY REQUIRE CAUTION IN HANDLING OR USE BY EITHER CHILDREN OR ADULTS.<br>* EQUIPMENT ITEMS WITH A VALUE OF $500.00 OR MORE, INCLUDING TAX AND SHIPPING, MAY NOT BE PURCHASED ON THIS BLANKET ORDER AS THEY ARE CONSIDERED FIXED ASSETS BY THE DISTRICT.<br>* PLEASE SHIP DIRECTLY TO THE WAREHOUSE, AS INDICATED ON THIS ORDER, AND REFERENCE THE P.O. NUMBER ON ALL SHIPPING AND BILLING DOCUMENTS.<br>****IMPORTANT DELIVERY INFORMATION*****<br>ALL DELIVERIES WILL BE RECEIVED IN OUR WAREHOUSE TUESDAY & THURSDAY ONLY FROM 8:30AM - 12:00PM AND 1:00 PM - 2:30PM. | | |

| ACCOUNT NUMBER | AMOUNT |
|---|---|
| 010-81500-0-00000-81100-4310-752-0000-0000 | $20,000.00 |

| | | |
|---|---|---|
| (A) | SHIPMENT | DATE |
| (B) | SHIPMENT | DATE |
| (C) | SHIPMENT | DATE |
| (D) | SHIPMENT | DATE |
| (E) | SHIPMENT | DATE |

| | |
|---|---|
| SUB TOTAL | $ 20,000.00 |
| SALES TAX | $ 0.00 |
| SHIPPING | $ 0.00 |
| **TOTAL** | $ 20,000.00 |

**BURBANK UNIFIED SCHOOL DISTRICT**

Approved By:

Director, Fiscal Services

**PURCHASING COPY**

DIY HOME CENTER

# PURCHASE ORDER

## BURBANK UNIFIED SCHOOL DISTRICT

**1900 WEST OLIVE AVE, BURBANK, CA 91506-2460**
**Phone: (818) 729-4400 Fax: (818) 729-4534**

PURCHASE ORDER NO.
**26000261**
Show this number on invoices, packages and correspondence.

DIY HOME CENTER



**Vendor#** 004225

**VENDOR**
DIY HOME CENTER
3221 W MAGNOLIA BLVD
BURBANK, CA 91505-2906

**Phone:** (818) 845-8301 **Fax:** (818) 846-9214

**SHIP TO**
BURBANK UNIFIED SCHOOL DISTRICT
FACILITIES SERVICES
510 S. SHELTON STREET
BURBANK, CA 91506-2818

**For:** FACILITIES SERVICES
S. HOY/DENNIS MAXWELL

**PO Date:** 06/12/2025 **Requested Delivery:** 07/01/2025 **Buyer Name:** Maro Bojolyan **Req#** R0000356

| ITEM NO. | QTY ORDERED | UNIT OF ISSUE | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | CO | CHANGE ORDER #1: REVISE LIST OF AUTHORIZED PERSONNEL PER EMAIL FROM SUSAN HOY 7/8/25 | | |
| | | | ********** | | |
| 1 | 1 | EA | >>> 2025 - 2026 BLANKET ORDER <<<<br><br>BLANKET ORDER TO COVER THE COST OF SUPPLIES TO BE PURCHASED BY FACILITIES SERVICES ON AN "AS NEEDED" BASIS FROM JULY 1, 2025 THROUGH JUNE 30, 2026.<br><br>PERSONNEL AUTHORIZED TO MAKE PURCHASES USING THIS PO NUMBER:<br><br>JOSE AYALA<br>MARTIN MORAN<br>HUGO SANCHEZ<br>JOHN M. URIBE<br>JON PETRIE<br>DENNIS MAXWELL<br><br>NOT TO EXCEED $2,000.00<br>INCLUDING TAXES<br><br>REFERENCE THE P.O. NUMBER ON ALL RECEIPTS, PACKING LISTS AND INVOICES. | 2,000.00 | 2,000.00 |

| ACCOUNT NUMBER | AMOUNT |
|---|---|
| 010-00100-0-00000-82100-4310-752-0000-0000 | $1,500.00 |
| 010-00100-0-00000-82200-4310-752-0000-0000 | $500.00 |

| | | |
|---|---|---|
| SUB TOTAL | $ 2,000.00 |
| SALES TAX | $ 0.00 |
| SHIPPING | $ 0.00 |
| **TOTAL** | $ 2,000.00 |

| | | |
|---|---|---|
| (A) | SHIPMENT | DATE |
| (B) | SHIPMENT | DATE |
| (C) | SHIPMENT | DATE |
| (D) | SHIPMENT | DATE |
| (E) | SHIPMENT | DATE |

**BURBANK UNIFIED SCHOOL DISTRICT**

Approved By:

Director, Fiscal Services

**PURCHASING COPY**

# PURCHASE ORDER

## BURBANK UNIFIED SCHOOL DISTRICT

**1900 WEST OLIVE AVE, BURBANK, CA 91506-2460**
**Phone: (818) 729-4400 Fax: (818) 729-4534**

PURCHASE ORDER NO.
**26000261**
Show this number on invoices, packages and correspondence.

DIY HOME CENTER



**Vendor#** 004225

**VENDOR**

DIY HOME CENTER
3221 W MAGNOLIA BLVD
BURBANK, CA 91505-2906

**Phone:** (818) 845-8301 **Fax:** (818) 846-9214

**SHIP TO**

BURBANK UNIFIED SCHOOL DISTRICT
FACILITIES SERVICES
510 S. SHELTON STREET
BURBANK, CA 91506-2818

**For:** FACILITIES SERVICES
S. HOY/DENNIS MAXWELL

**PO Date:** 06/12/2025 **Requested Delivery:** 07/01/2025 **Buyer Name:** Maro Bojolyan **Req#** R0000356

| ITEM NO. | QTY ORDERED | UNIT OF ISSUE | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | | | *** SPECIAL INSTRUCTIONS ***<br>* VENDOR: FOR PROMPT PAYMENT, BILL TO: APINVOICES@BURBANKUSD.ORG<br><br>* PLEASE NOTE: WE ARE NO LONGER ACCEPTING HARD COPY INVOICES SENT BY MAIL<br>* MATERIAL SAFETY DATA SHEETS (MSDS) ARE TO BE PROVIDED AT TIME OF PICKUP OR DELIVERY OF ITEMS SUPPLIED ON THIS PURCHASE ORDER THAT MAY REQUIRE CAUTION IN HANDLING OR USE BY EITHER CHILDREN OR ADULTS.<br>* EQUIPMENT ITEMS WITH A VALUE OF $500.00 OR MORE, INCLUDING TAX AND SHIPPING, MAY NOT BE PURCHASED ON THIS BLANKET ORDER AS THEY ARE CONSIDERED FIXED ASSETS BY THE DISTRICT. | | |

| ACCOUNT NUMBER | AMOUNT |
|---|---|
| 010-00100-0-00000-82100-4310-752-0000-0000 | $1,500.00 |
| 010-00100-0-00000-82200-4310-752-0000-0000 | $500.00 |

| | | |
|---|---|---|
| SUB TOTAL | $ 2,000.00 |
| SALES TAX | $ 0.00 |
| SHIPPING | $ 0.00 |
| **TOTAL** | $ 2,000.00 |

| | | |
|---|---|---|
| (A) | SHIPMENT | DATE |
| (B) | SHIPMENT | DATE |
| (C) | SHIPMENT | DATE |
| (D) | SHIPMENT | DATE |
| (E) | SHIPMENT | DATE |

**BURBANK UNIFIED SCHOOL DISTRICT**

Approved By:

Director, Fiscal Services

**PURCHASING COPY**

DIY HOME CENTER

**Burbank Unified School District**
**Instructional Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent, Educational Services |
| PREPARED BY: | Juan Noguera, Director of Adult Education |
| SUBMITTED BY: | Laura Erisman, Administrative Secretary |
| DATE: | August 7, 2025 |
| SUBJECT: | Approval of Amended advertising proposal between Burbank Unified School District (Burbank Adult School) and AABC TV |

## Background:

Burbank Adult School (BAS) is committed to informing the community about all the programs offered at the adult school. Reaching out to different members in the community is one of the objectives that BAS has as part its mission. To disseminate information about the programs more efficiently, it is critical that BAS expands its ways to communicate and share with more members in the community to continue bringing opportunities to all adult learners.

### Discussion/Issues:

In order to expand and reach out to more members in the community, BAS plans to advertise its programs on AABC TV to ensure that the Armenian community obtains information and has access to BAS programs that are offered for free or at very low cost. Utilizing an Armenian television channel will certainly make a difference to reach our and support all members in the Armenian community in particular.

On June 18, 2025, the Board of Education approved Burbank Adult School's initial contract with AABC TV. After reviewing our plans for the year, our Director determined that the contract should be extended to include three additional promotion windows of time for a total of four promotion windows at a rate of $8,500 each totaling $34,000.

Burbank Adult School wishes to amend the previously approved agreement allowing for a total of four promotional periods throughout the fiscal year 2025-26.

### Fiscal Impact:

Not to exceed $34,000 (original Board approval on June 18, 2025 for $8,500) paid from California Adult Education Program funds.

### Recommendation:

Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the amended advertising proposal between Burbank Unified School District and AABC TV to promote the adult education programs to the Armenian community, effective July 1, 2025 through January 31, 2026,

total not to exceed $34,000 (11.0-63910.0-41101-27000-5850-5330000, 11.0-63910.0-41102-27000-5850-5330000, 11.0-63910.0-41104-27000-5850-5330000, 11.0-63910.0-41106-27000-5850-5330000) and the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

# AABC TV

## Charter Cable Channel 384

## Spectrum 1623

## Digital Channel 10.4

## www.aabc.tv

**ADVERTISING AGREEMENT**

**This agreement is made as of 6-30-25 between AABC and BURBANK ADULT SCHOOL hereinafter called the Advertiser.**

1- **The Advertiser agrees to purchase advertising space on AABC at the rate of $8,500.00 per month.**
2- **The duration of this agreement shall be for four (4) months commencing July 1st to August 31, 2025 and November 10, 2025 to January 9, 2026.**
3- **The Advertisement will air 720 spots per month plus minimum of 20 live host announcements per month. In addition, there will be 2 interviews per month with students/teachers -25 minutes each repeated 4 times for a total of 6 interviews per month.**
4- **AABC may cancel this agreement at any time if Advertiser fails to make timely payments for advertisement pursuant to this agreement. At such time AABC may re-bill the Advertiser for the outstanding balance due and any additional adjustment of rates to accrual earned at time of cancellation.**
5- **The cost of Video Production will be $2,000.00 which shall be waived in lieu of 4 month contract.**

**Accepted By: _____** **Advertiser: _____**

**Burbank Unified School District**
**Instructional Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Robyn Anders, Director of Instructional Technology & Accountability |
| SUBMITTED BY: | Laura Erisman, Administrative Secretary |
| DATE: | August 11, 2025 |
| SUBJECT: | Ratification of Agreement for Instructional Technology Services |

**Background:**

The Board of Education is being asked to approve the licensing agreement with IXL, an Assessment vendor that supports educators in collecting assessment data to meet the diverse learning needs of students.

**Discussion/Issues:**

Assessment Programs will provide students, staff, and families with performance data to make data-driven decisions regarding interventions for individual, small-group, and whole-group instructional practices. Data will be used to guide professional learning community work in course-alike cohorts as well as grade-level cohorts. Local data is essential in meeting the local indicators on the CA Dashboard. These local assessments will help measure the successful implementation of California State Standards.

IXL is already on the list of approved vendors. Luther Burbank Middle School was not included in the original quote. Ratification of this agreement will include the Luther Burbank Middle School in the list of approved vendors and the not to exceed total.

**Fiscal Impact:**

Not to exceed $22,000 for one year.

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement with IXL for a total not to exceed $22,000 (010-30100-0-11100-10000-5840-320-9000-0000) August 8, 2025 through August 8, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

# SALES CONTRACT

**CONTRACT #1399894-1**
**April 21, 2025**

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

---

**CUSTOMER**
Robyn Anders
Burbank Unified School District
1900 W OLIVE AVE
BURBANK, CA 91506

**RENEWAL INFO**

| Salesperson | Account # | Quote # | Renewal period |
|---|---|---|---|
| **Allie Twiford** | **A24-6434518** | **1399894-1** | **August 8, 2025 - August 8, 2026** |

**PAYMENT PLAN**

| Amount | Invoice date |
|---|---|
| **$21,282.50** | **August 22, 2025** |
| **TOTAL** | **$21,282.50** |

***Price valid until August 8, 2025***

**ACCEPTANCE OF SALES CONTRACT**
This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE** _____ **DATE** _____

## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com**
Completed sales contracts should be emailed to your sales consultant.

**Burbank Unified School District**
**Instructional Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Robyn Anders, Director of Instructional Technology & Accountability |
| SUBMITTED BY: | Laura Erisman, Administrative Secretary |
| DATE: | August 7, 2025 |
| SUBJECT: | Ratification of Agreement for Instructional Technology Services |

**Background:**

The Board of Education is being asked to approve the licensing agreement with Amplify, an Assessment vendor that supports educators in collecting assessment data to meet the diverse learning needs of students. This vendor will provide an early literacy screener assessment as required by recent legislation Senate Bill 114 (SB 114), signed into law by Governor Gavin Newsom on July 10, 2023. For the 25-26 school year the vendor is only charging for professional development services as they have an agreement with the CDE to provide the assessment at no cost to local LEAs. Additionally, a trailer bill is anticipated that will provide funding for licenses on an ongoing basis.

**Discussion/Issues:**

Assessment Programs will provide students, staff, and families with performance data to make data-driven decisions regarding interventions for individual, small-group, and whole-group instructional practices. Data will be used to guide professional learning community work in course-alike cohorts as well as grade-level cohorts. Local data is essential in meeting the local indicators on the CA Dashboard. These local assessments will help measure the successful implementation of California State Standards.

**Fiscal Impact:**

Not to exceed $54,362.48 for one year.

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify the agreement with Amplify for a total not to exceed $54,362.48 (01.0-00000.0-11121-11100-5840-7420000), August 8, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amplify.

# Price Quote


Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700


| | |
|---|---|
| Quote #: | Q-557995-1 |
| Date: | 7/29/2025 |
| Expires On: | 8/28/2025 |
| Delivery Service Level: | Standard |

Customer Contact Information
Peter Knapik
Burbank Unified School Dist
8187294492
peterknapik@burbankusd.org

Amplify Contact Information
Jeff Sorenson
Associate Account Executive
jsorenson@amplify.com

Licenses and services term to start 8/8/25

**mCLASS D8/Lectura**

| PRODUCT | QUANTITY | PRICE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|
| mCLASS DIBELS 8th Edition Kit - Kindergarten | 48.00 | $47.00 | $0.00 | $2,256.00 |
| mCLASS DIBELS 8th Edition Kit - Grade 1 | 55.00 | $47.00 | $0.00 | $2,585.00 |
| mCLASS DIBELS 8th Edition Kit - Grade 2 | 58.00 | $47.00 | $0.00 | $2,726.00 |
| mCLASS GK Lectura Kit | 4.00 | $47.00 | $0.00 | $188.00 |
| mCLASS G1 Lectura Kit | 4.00 | $47.00 | $0.00 | $188.00 |
| mCLASS G2 Lectura Kit | 3.00 | $47.00 | $0.00 | $141.00 |
| mCLASS California Grades K-2 1yr DIBELS 8th Ed Annual Student License - 1yr (2025-2026) | 2,395.00 | $9.00 | $21,555.00 | $0.00 |
| mCLASS Lectura Annual Student License add-on for existing mCLASS customers - 1yr (2025-2026) | 230.00 | $5.00 | $1,150.00 | $0.00 |
| TOTAL | | | $22,705.00 | $8,084.00 |

**Professional Development**

| PROFESSIONAL DEVELOPMENT | QUANTITY | PRICE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|
| CA mCLASS DIBELS 8th Ed Year 1 Onsite 15 | 4.00 | $8,900.00 | $0.00 | $35,600.00 |
| CA mCLASS DIBELS 8th Ed/Lectura Year 1 Onsite 15 | 1.00 | $8,900.00 | $0.00 | $8,900.00 |
| TOTAL | | $17,800.00 | $0.00 | $44,500.00 |

**Shipping and Handling**

| SHIPPING AND HANDLING | DELIVERY SERVICE LEVEL | SHIPPING COST | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|
| Amplify Shipping and Handling | Standard | $970.08 | $0.00 | $970.08 |

| | |
|---|---|
| SUBTOTAL | $53,554.08 |
| ESTIMATED SALES TAX (10%) | $808.40 |
| TOTAL DISCOUNT | $22,705.00 |
| GRAND TOTAL | $54,362.48 |

## Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2026.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Quote Special Terms

California Sales Tax
Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:
**Please include these three documents with your order:**

- Authorized purchase order or check

- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**
To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card:**
- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

**If submitting your order via sending a check:**
- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer

the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the

Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as

applicable. The word “including” means “including without limitation.” This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Burbank Unified School District
Instructional Services

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Juan Noguera, Director of Adult Education |
| SUBMITTED BY: | Laura Erisman, Administrative Secretary |
| DATE: | August 11, 2025 |
| SUBJECT: | Ratification of Agreement between Burbank Adult School and Edmentum Learning Software for the 2025-2026 School Year |

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**Background:**

Burbank Adult School (BAS) has committed to providing high-quality instruction to ensure that all its students acquire the skills to become successful individuals in the community. With the purpose of accomplishing this mission, BAS has done some research and piloted Edmentum Software. Developed by industry experts and exclusively designed for adult learners, the Edmentum learning system consistently drives industry-leading results for low-level literacy through high school equivalency and onto certification preparation and employability skills. It is focused on core academic areas, along with skills for ABE and GED/HSE test preparation. Edmentum courses are designed to adapt to either self-paced, direct instruction, or independent study models. Students can access their courses whenever and wherever learning takes place. This flexibility allows adult educators to create customized assignments for individual students or an entire class, and the flexibility to deploy them on-site or via distance learning.

**Discussion/Issues:**

After piloting Edmentum learning software, BAS staff believe that this software will enhance the student learning experience at BAS. Teachers can use the software as a supplemental curriculum to ensure better performance when students work towards their high school equivalency. When using the Edmentum Software, students can work on their own, completing asynchronous work, which will expand and reinforce their learning. Students are assigned “seats” on the platform, allowing them access to extra-curricular activities that they can complete in class or during their free time at work or home, increasing the level of engagement and keeping them on target to accomplish their goals. Further, at BAS, we are committed to providing opportunities for all our academic students. We have experienced that many prospective academic students are not attending classes or stop coming to school due to the fact that they don’t have childcare or the means of transportation to get to our campus.

Edmentum is already on the list of approved vendors. Due to increased need, the actual invoice came in for more than 10% of the original approved amount.

**Fiscal Impact:**

Not to exceed $8,000.00 paid from the California Adult Education funds.

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify the agreement between Burbank Adult School and Edmentum, effective August 1, 2025 through January 20, 2026, not to exceed $8,000.00 (35% = 11.0-63910.0-41101-10000-5840-5330000 and 65% = 11.0-63910.0-41106-10000-5840-5330000) and the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314 as presented.

edmentum™

# Invoice

**Remit To**
PO Box 776725
Chicago, IL 60677-6725
AR@Edmentum.com
Tax ID#41-1646390

#INV32634124

Date: 07/17/2025

REQ 499

**Bill To**
Burbank Unified School Dist
1900 W Olive Ave
Burbank CA 91506-2438
United States

| | |
|---|---|
| **Amount Due** | $7,849.00 |
| Total Billed in Installments: | $7,849.00 |
| Installment: | 1 of 1 |

| Terms | Due Date | PO # | Order # | Customer # |
|---|---|---|---|---|
| Net 15 | 08/01/2025 | EQ-706767 | #Q-706767 | 225139 |

| Description | Qty | Start Date | End Date | Amount |
|---|---|---|---|---|
| **Burbank Unified School Dist** | | | | |
| Courseware: ELL Foundations Library - Program License | 1 | 08/01/2025 | 01/20/2026 | |
| Courseware: Apex+CW Comprehensive Library without Career - Program License | 1 | 08/01/2025 | 01/20/2026 | |
| Courseware: College and Career Readiness Library - Program License | 100 | 08/01/2025 | 01/20/2026 | |
| Exact Path: Diagnostic and Learning Path Core Library - Program License | 200 | 08/01/2025 | 01/20/2026 | |
| Exact Path: Edmentum Integration | 1 | 08/01/2025 | 01/20/2026 | |
| Customer Success Services | 1 | 08/01/2025 | 01/20/2026 | |

| | |
|---|---|
| **Subtotal** | $7,849.00 |
| **Tax** | $0.00 |
| **Invoice Total** | $7,849.00 |

**ACH**
Account Title: Edmentum Inc. Operating Account
Account Number: 1069957147
ACH Domestic Routing: 043000096 (ACH Domestic)
Wire Domestic/International Routing: 043000096
SWIFT Code: PNCCUS33 (International Wires)
Bank Address: PNC Bank, 500 First Avenue, Pittsburgh, PA 15219

APPROVED JUL 09 2025

edmentum™

# Invoice

**Remit To**
PO Box 776725
Chicago, IL 60677-6725
AR@Edmentum.com
Tax ID#41-1646390

#INV32634124

Date: 07/17/2025

**CHECK**
All forms of check are accepted
Remit address:
Edmentum
PO Box 776725
Chicago, IL 60677-6725

**Burbank Unified School District**
**Educational Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent, Educational Services |
| PREPARED BY: | Julie Markussen, Director, Secondary Education |
| SUBMITTED BY: | Laura Erisman, Administrative Secretary |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Revised Board Policy 6146.1 High School Graduation Requirements |

**Background:**

All Board Policies and Administrative Regulations are required to be compliant and current based on State and federal law, program reviews, and for proper program implementation.

**Discussion/Issues:**

This Board Policy and Administrative Regulation aims to set the expectations for high school graduatrion requirements.

The proposed changes in the attachments show the deletions of language that is outdated or no longer needed such as references to other Board policies following the format upgrades from the California School Board Association.

New langauge is in bold print. This includes the requirement for a one semester ethnic studies for students graduating in 2028-29 and one semester of personal finance for students graduating in 2030-31 school year.

The policy upgrade also updates language for students experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school.

**Fiscal Impact:**
None

**Recommendation:**
Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the proposed revision to Board Policy 6146.1 High School Graduation Requirements, as presented.

**Policy 6146.1: High School Graduation Requirements** Status: ADOPTED

Original Adopted Date: 04/04/2019 | Last Revised Date: 11/04/2021 | Last Reviewed Date: 11/04/2021

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

~~(cf. 5127 - Graduation Ceremonies and Activities)~~
~~(cf. 5147 - Dropout Prevention)~~
~~(cf. 6011 - Academic Standards)~~
~~(cf. 6143 - Courses of Study)~~
~~(cf. 6146.3 - Reciprocity of Academic Credit)~~

**Course Requirements**

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Three courses in English (Education Code 51225.3)

~~(cf. 6142.91 - Reading/Language Arts Instruction)~~

2. Two courses in mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses, shall meet or exceed state academic content standards for Algebra I or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "Category C" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

~~(cf. 6142.92 - Mathematics Instruction)~~
~~(cf. 6152.1 - Placement in Mathematics Courses)~~

3. Two courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

~~(cf. 6142.3 - Civic Education)~~
~~(cf. 6142.94 - History-Social Science Instruction)~~

5. One course in visual or performing arts; world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language.

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education. (Education Code 51225.3)

~~(cf. 6142.2 - World/Foreign Language Instruction)~~
~~(cf. 6142.6 - Visual and Performing Arts Education)~~
~~(cf. 6178 - Career Technical Education)~~
~~(cf. 6178.2 - Regional Occupational Center/Program)~~

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

~~(cf. 6142.7 - Physical Education and Activity)~~
~~(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)~~
~~(cf. 6142.8 - Comprehensive Health Education)~~

7. One **semester** course in Health/Careers

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

8. One course in Practical Arts/Career Technical Education (or three courses of the same foreign language)

To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.

9. **One semester course in Ethnic Studies, commencing with students graduating in the 2028-29 school year (a course based on the model curriculum developed pursuant to Section 51226.7; an existing ethnic studies course; an ethnic studies course taught as part of a course that has been approved as meeting the A–G requirements; or a locally developed ethnic studies course approved by the governing board of the school district or charter school)**

10. **One semester of a separate, standalone course in Personal Finance, commencing with pupils graduating in the 2030-31 school year**

11. Upon approval of the Superintendent or Designee, students may receive credit by examination for credits earned by a non-accredited institution or because they enrolled in the school after the period to add classes for full credit has passed.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with the law.

~~(cf. 6146.11 - Alternative Credits Toward Graduation)~~
~~(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)~~
~~(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)~~

**Exemptions from District-Adopted Graduation Requirements**

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

However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or ~~a newly arrived immigrant~~ **newcomer** student who is in the third or fourth year of high school ~~and is participating in a newcomer program,~~ shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer ~~or of the commencement of participation in a newcomer program,~~ **into a school by the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student,** as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption **from local graduation requirements** and whether the student qualifies for it. (Education Code 51225.1)

~~(cf. 1312.3 - Uniform Complaint Procedures)~~
~~(cf. 5145.6 - Parental Notifications)~~
~~(cf. 6173 - Education for Homeless Children)~~
~~(cf. 6173.1 - Education for Foster Youth)~~
~~(cf. 6173.2 - Education of Children of Military Families)~~
~~(cf. 6173.3 - Education for Juvenile Court School Students)~~
~~(cf. 6175 - Migrant Education Program)~~

**The Superintendent or designee shall not require or request the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)**

**If the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or newcomer student was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the student's educational rights holder may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)**

**Additionally, a student with disabilities shall be eligible for an exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, if the student's individualized education program (IEP) provides for both of the following requirements: (Education Code 51225.31)**

1. **That the student is eligible to take the alternate assessment as described in Education Code 60640**

2. **That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3**

**The district's responsibility to provide a free appropriate public education shall not terminate when a student with a disability who is exempted from district- adopted graduation requirements participates in graduation activities unless the IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education Code 51225.31)**

**Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.**

In addition to credit requirements, students shall:

1. Demonstrate computer literacy: Students will acquire computer knowledge, skills and computer literacy throughout the regular high school curricula as outlined in the schools' technology plans

2. Since 2003, students in grades 9-11 must be enrolled in a minimum of six courses in both the first and second semesters, and students in grade 12 must be enrolled in a minimum of six courses in the first semester, and five courses in the second semester, unless exempt under Education Code Section 46145. Students in grades 11 and 12 must attend a minimum of 4 periods during the regular school day. However, they may complete the six-period requirement with college or Career Technical Education courses.

3. Since Spring 2005, student transcripts will only be accepted from schools that are accredited by Western Association of Schools and Colleges (WASC) or one of the other five regional associations that accredit public and private schools, colleges, and universities in the United States (North Central Association Commission on Accreditation and School Improvement, New England Association of Schools and Colleges, Middle States Association of Colleges and Schools, Southern Association of Colleges and Schools, and Northwest Association of Schools, Colleges, and Universities).

4. Students who enroll from another country shall provide transcripts whenever possible.

Students will receive an initial grade level placement by a school site administrator that is subject to change based on a comprehensive review of the transcripts and other enrolling documentation.

If students arrive without transcripts, the grade level placement will be based on age.

The transcripts shall be evaluated by the Superintendent or Designee, with a maximum of seventy (70) credits awarded per grade level, per year.

A change in grade level placement, if necessary, shall occur within thirty (30) calendar days.

When necessary, Instructional Services will arrange for the translation of the transcript. In no circumstances shall the enrollment of the student be delayed pending translation, nor shall parents/guardians be required to pay for translation of transcripts.

Parents/Guardians may appeal the grade placement to the Superintendent or his/her designee. A written response will be provided within 10 business days.

5. Students must receive prior approval from the Superintendent or designee before any college or high school coursework taken at another site while enrolled in a district school will be accepted on the high school transcript.

6. High school credit may be granted for a college course taken prior to completion of the eighth grade based on the following criteria:

a. Must receive prior approval from the middle school principal before registering for the college course.

b. The principal must complete an approval form and develop a written academic plan.

c. Must receive prior approval from the Superintendent or designee before class begins.

d. Content of the course must be aligned to state standards and District standards.

7. Students may take course credit via on-line instruction while enrolled in high school, grades 9-12. Students who want to take online courses not offered by the District, must receive prior approval from the Superintendent or designee for on-line instruction under the following conditions:

a. No more than 20 semester credits for on-line courses taken outside the District may be applied towards graduation, unless students receive prior approval from the Superintendent or his/her designee.

b. Grades submitted for on-line courses will be credited on a four-point scale.

c. The student will arrange for a teacher to proctor the final exam before enrolling in the course, or take the final exam for the equivalent course at the high school.

d. Upon completion of the on-line coursework, it is the student's responsibility to arrange for the student's transcript to be forwarded to the high school registrar.

Second semester seniors must provide all documentation of the completed coursework at least 10 school days prior to the student's date of graduation.

e. A student may be requested to provide the principal or assistant principal evidence including, but not limited to, specific assignments completed, log-in records, and/or take an end-of-course assessment to determine mastery of course content before course credit is granted. If the student cannot show mastery and/or required evidence, then the principal can determine that the student cannot receive high school credit for the on-line coursework.

f. Students have one full year to complete on-line courses in order to receive high school credits. Students facing a graduation deadline in less than a month are prohibited from enrollment.

8. Students are expected to make up failed courses during the summer session as close as possible to the semester/year in which the course was failed. Options for repeating classes in addition to summer school may include the Adult School, Monterey High, and community college enrollment.

**Retroactive Diplomas**

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

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

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

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

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

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

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

3. Are veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

4. **Are former members of the military, a resident of California, and received an honorable discharge, or, are current members of the military, a resident of California, and a resident of California when entering the military**

**In determining whether to award a diploma under these circumstances, the Superintendent or designee shall evaluate classes completed in any high school, community college, or state college, grant credit toward graduation for military service and training received while in the military, and if satisfied that the person has completed the equivalent of the requirements for graduation from high school, grant the person a diploma of graduation.**

5. Were in their senior year of high school during the 2019-2020 school year, were in good academic standing and on track to graduate at the end of the 2019-2020 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

**Honorary Diplomas**

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

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

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

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

Legal Reference:
EDUCATION CODE
47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Student in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51230 Credit for community emergency response training
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education, High School: http://www.cde.ca.gov/ci/gs/hs
University of California, List of Approved a-g Courses:
http://www.universityofcalifornia.edu/admissions/freshman/requirements

Policy BURBANK UNIFIED SCHOOL DISTRICT
adopted: September 5, 2019 Burbank, California

**BURBANK UNIFIED SCHOOL DISTRICT**
**Administrative Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| **TO:** | Members of the Board of Education |
| **FROM:** | Andrew Cantwell, Chief Administrative Officer |
| **PREPARE BY:** | Terri Ramirez-Adams, Senior Administrative Secretary |
| **SUBMITTED BY:** | Terri Ramirez-Adams, Senior Administrative Secretary |
| **DATE:** | August 11, 2025 |
| **SUBJECT:** | Ratification of Agreement for Professional Services, Lozano Smith (General, Bond, and Special Education Funds) |

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**Background:**

The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as construction, general and special education. Services may also include preparation for and representation in court.

**Discussion/Issues:**

The firm of Lozano Smith has been in existence since 1988 and has offices in the San Francisco Bay Area, the Central Valley, the Central Coast, the Los Angeles area and the San Diego area. Attorneys within the firm practice in all state and federal courts throughout California. They focus particularly on Education Law and provide access to attorneys who specialize in particular areas of the law.

**Fiscal Impact:**

The District will use the services of this firm on an as-needed basis as is already our practice with other attorneys. The rate per hour for the firm is as follows:

Client agrees to pay Attorney by the following standard hourly rate*:

| | **Effective 7/1/2025** |
|---|---|
| Partner**/Senior Counsel/Of Counsel | $ 350 - $ 410 per hour |
| Associate | $ 275 - $ 340 per hour |
| Paralegal/Law Clerk | $ 225 - $ 300 per hour |
| Consultant | $ 125 - $ 395 per hour |

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $450 per hour.

**Recommendation**:

Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2025 through June 30, 2026, not to exceed $403,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund) and (01.0-65000.0-50010-21000-5820-7440000) (Special Education Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LS Lozano Smith
ATTORNEYS AT LAW

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is effective July 1, 2025 ("Effective Date"), between the BURBANK UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client

from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either

following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

| **CLIENT SIGNATURE** | **ATTORNEY SIGNATURE** |
|---|---|
| **Burbank Unified School District** | **Lozano Smith, LLP** |
| BY *(Authorized Signature)* | BY *(Authorized Signature)*  |
| PRINTED NAME AND TITLE OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING<br><br>Karen M. Rezendes, Managing Partner |
| DATE EXECUTED | DATE EXECUTED<br><br>04/11/2025 |

Lozano Smith
ATTORNEYS AT LAW

# PROFESSIONAL RATE SCHEDULE
## FOR BURBANK UNIFIED SCHOOL DISTRICT

### HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

| | |
|---|---|
| Partner**/ Senior Counsel/ Of Counsel | $ 350 - $ 410 per hour |
| Associate | $ 275 - $ 340 per hour |
| Paralegal/ Law Clerk | $ 225 - $ 300 per hour |
| Consultant | $ 125 - $ 395 per hour |

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $450 per hour.

### SALE OR LEASE OF REAL PROPERTY WORK

| | |
|---|---|
| Partner/ Senior Counsel/ Of Counsel | $ 450 per hour |
| Associate | $ 375 per hour |
| Paralegal/ Law Clerk | $ 225 per hour |

### BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

### COSTS AND EXPENSES

| | |
|---|---|
| Facsimile | No Charge |
| Copying and Printing | $0.25 per page |
| Postage | Actual Usage |
| Mileage | IRS Standard |

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

### LEADERSHIP COACHING AND CONSULTING

As part of Lozano Smith's Concierge Consulting Services (CCS), clients have the option of receiving up to five (5) hours of complimentary services which can be utilized each fiscal year. These services may include coaching, mentoring, or strategic planning guidance from a CCS Consultant.

**Burbank Unified School District**
**Instructional Services**
# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Peter Knapik, Assistant Superintendent of Educational Services |
| SUBMITTED BY: | Stephanie Beauregard, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Instructional Consultant Services |

---

**Background:**
The purpose of the Instructional Consultant Services is to enrich student learning. Consultants are selected based on their qualifications regarding specific subject areas. When a consultant is selected, the consultant company/organization must complete the required paperwork for the district to ensure that district students receive the services they require. The Board of Education must approve all consultant requests before services are rendered.

**Discussion and Issues:**
Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the Consultant assignment requires unsupervised contact with the student(s) during the contract period, the Consultant must provide Department of Justice fingerprint clearance through the District's Human Resources Services.

**Fiscal Impact:**
See Attached

**Recommendation**:
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education approve the instructional consultant services for on-site student learning support and staff development and exercise authority to sign the agreements pursuant to BUSD-AR 3314, as presented.

# BURBANK UNIFIED SCHOOL DISTRICT
# INSTRUCTIONAL SERVICES
# APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: August 11, 2025

| Site | Name | Purpose | Dates | Cost | Appropriation Number |
|---|---|---|---|---|---|
| Instructional Services | Achilles Heal LLC | Provide hands-on training experience and a safe work environment for student athletes at BHS | 8/13/25 – 5/28/26 | $73,200 | 01.0-00000.0-11100-10000-5810-4310000 |
| Instructional Services | Christina Gallo, ATC | Provide hands-on training experience and a safe work environment for student athletes at JBHS | 8/13/25 – 5/28/26 | $73,200 | 01.0-00000.0-11100-10000-5810-4320000 |

# 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 7 of AUGUST , 20 25 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Achilles Heal LLC hereinafter referred to as "Consultant."

Payee's Name Achilles Heal LLC Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator OSCAR MACIAS

Board Approval Date AUGUST 7, 2025

Account String 01.0-00000.0-11100-10000-5810-4310000

The assignment ☒ **will or** ☐ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

**Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 50.00 per hour☒/ per day ☐/ per session☐ for a total not to exceed $ 73,200.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 8/13/2025 and terminating on 5/28/2026 .
3. Payment Terms: NOT TO EXCEED 8 HOURS PER DAY / 40 HOURS PER WEEK
4. Consultant will provide the following services:

   CONSLTANT WILL PROVIDE HANDS-ON TRAINING EXPERIENCE AND A SAFE WORK ENVIRONMENT FOR STUDENT ATHLETES.
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.

| | | | | |
|---|---|---|---|---|
| | | Nicholas Cascelli | | 7/23/25 |
| BUSD Authorized Signature/Title | Date | Consultant | Achilles Heal LLC | 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

# Nicholas Cascelli MS, ATC

[redacted]

## EDUCATION:

*Master of Science*
Sport and Exercise Psychology
California State University, Long Beach
Graduated Spring 2019

*Bachelor of Science*
Kinesiology- Athletic Training
California State University, Northridge
Graduated Spring 2017

*High School Diploma*
St. Francis High School Class of 2012

## ORGANIZATIONS:

- NATA Member
- CATA Member
- Eagle Scout

## SPECIAL SKILLS:

Certifications:

- BOC Certified Athletic Trainer
- 1st Aid and CPR certified

Technical Skills:

- Healthy Roster
- Microsoft Office Programs
- Adobe InDesign
- Computer Software Proficiency
- Google Suite Programs

Traditional Skills:

- Soft Tissue Techniques
- Emergency Response
- Cultural Competency
- Conflict Resolution
- Team work and Collaboration
- Fostering critical thinking skills
- Developing teaching plans
- Developing sports medicine program
- Organization
- Communication
- Media experience

Bilingual:

- English Fluent
- Spanish Beginner

## WORK EXPERIENCE:

Head Athletic Trainer
Providence Hospital at Burbank High School
*August 2019 - Current*

- Operate athletic training clinic for all sports at BHS
- Manage a sports medicine student internship program
- Log all injury paperwork and documentation
- Maintain inventory of supplies and purchasing
- Manage relationships with administration and coaches
- Direct parents to appropriate care for their child
- Media interviews for ABC 7 and local news

Athletic Trainer
West Coast Sports Medicine Foundation
*August 2018- July 2019*

- Rehabilitation services for athletes & the general population under the guidance of an orthopedic surgeon.
- Helped to teach and run a sports medicine summer camp open to all students interested in sports medicine.

Per Diem Athletic Trainer
University of California, Los Angeles and Irvine
*August 2018- June 2019*

- Primary duties for the Club Sports department at both universities include examination and assessment of injuries, emergency management, and injury prevention.

Per Diem Athletic Trainer
Southern CA Youth Rugby League & Premier Soccer League
*August 2018- Current*

- Examination and assessment of injuries, emergency management, & referrals for further medical treatment.

Pre-Professional Experience
California State University, Northridge
*August 2015 - December 2015*

- Men's Basketball Team

College of the Canyons
*January 2016 - May 2016*

- All Winter & Spring Sports

St. Francis High School
*August 2016 - December 2016*

- Fall Sports & Football Teams

University of Southern California
*January 2017- May 2017*

- Track & Field and Cross Country

# 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 7 of AUGUST, 20 25 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and CHRISTINA GALLO hereinafter referred to as "Consultant."

Payee's Name CHRISTINA GALLO, ATC Daytime Phone Number [redacted]

Email Address [redacted]

Mailing Address [redacted]

Sponsoring Administrator OSCAR MACIAS

Board Approval Date AUGUST 7, 2025

Account String 01.0-00000.0-11100-10000-5810-4320000

The assignment ■ **will** or ☐ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**

**Retired Employee: Please check if you belong to _____ calPERS _____cal STRS Retirement Date _____**

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;

WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;

WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 50.00 per hour■/ per day ☐/ per session☐ for a total not to exceed $ 73,200 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 8/13/2025 and terminating on 5/28/2026 .
3. Payment Terms: NOT TO EXCEED 8 HOURS PER DAY/40 HOURS PER WEEK
4. Consultant will provide the following services:

   CONSULTANT WILL PROVIDE HANDS-ON TRAINING EXPERIENCE AND A SAFE WORK ENVIRONMENT FOR STUDENT ATHLETES.
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 fi[redacted]

[redacted] 7/17/25

BUSD Authorized Signature/Title Date Consultant CHRISTINA GALLO Date

Instructions: Cons[redacted] a signature is required on one copy of 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

# CHRISTINA GALLO, ATC

[redacted]

**ATC #49392 | NPI #1962936815**

## WORK EXPERIENCE

**John Burroughs High School Sports Medicine** — **January 2025 – May 2025**
Athletic Trainer: *All Sports*
Sports Medicine Observation Student Advisor

**Occidental College Sports Medicine** — **October 2024 - Present**
Athletic Trainer, Per Diem

**Providence Health and Services: Sports Medicine** — **August 2018 – December 2024**
Athletic Trainer, John Burroughs High School: *All Sports*
Sports Medicine Observation Student Advisor

**Simi Valley High School** — **May 2016 – July 2018**
Athletic Trainer: *All Sports*
CTE Teacher, HOSA Advisor: *Athletic Training ROP, Medical Terminology*
CPR, First Aid, AED Instructor
CIF Wrestling Assessor

**LA Kings High School Hockey League** — **December 2017–2018**
Athletic Trainer Per Diem

**Ventura Orthopedics Medical Group**
Athletic Trainer, Medical Scribe: *Dr. Hartman, Sports Medicine* — **June 2017 – July 2018**
Medical Scribe: *Dr. Fealy, Hand Specialist* — **November 2015 – 2016**

**Pepperdine University Recreational Sports** — **September 2015 – July 2018**
Athletic Trainer Per Diem: *Rugby, Soccer, Tennis, Lacrosse*

**Syracuse University Sports Medicine** — **June 2013 – May 2015**
Graduate Assistant Athletic Trainer: *Women's Volleyball, Women's Rowing*

**Onondaga Community College** — **May 2014**
Athletic Trainer Per Diem: *Baseball*

## EDUCATION

**UCLA Extension and College of the Canyons** — **August 2020 – August 2023**
Medical School Prerequisites

**Designated Subject Credentials** — **August 2016 – January 2018**
Career Technical Education

**Syracuse University** — **August 2013 – June 2015**
M.S. Exercise Science *(Pending)*

**California State University: Northridge** — **May 2011 – May 2013**
B.S. Athletic Training

**College of the Canyons** — **August 2009 – May 2011**
A.S. Athletic Training

## CURRENT CERTIFICATIONS

**BOC Certified Athletic Trainer** (No. 2000014884) — **June 2013 – Present**

**American Heart Association** — **March 2023- Present**
BLS Certification

**CTE Designated Subjects Teaching Credential** — **August 2019-Present**

**Sound Assisted Soft Tissue Mobilization Certification** — **August 2013 – Present**

## PROFESSIONAL MEMBERSHIPS

**National Athletic Trainer's Association** Certified Member (No. 49392) — **June 2011 – Present**

**Far West Athletic Trainer's Association** Certified Member — **June 2015 – Present**

**Burbank Unified School District**
**Instructional Services**
# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent, Educational Services |
| PREPARED BY: | Laura Flosi, Director of Child Care Programs |
| SUBMITTED BY: | Stephanie Beauregard, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval to Continue Contracting with Childcare Careers LLC, aka CCC, and The Education Team, aka TET |

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**Background:**
Pursuant to Board Policy 33I 2, the Board of Education's designee may contract with consultants to provide services that District staff are not able to provide. The original contract was agreed upon on March 21, 2018.

**Discussion and Issues:**
The consultant agreement for Child Care Careers (CCC) and The Education Team (TET) to provide child care center subs for the 2025-2026 school year. The agency will provide child care subs when district subs are unavailable. Subs will be requested on an emergency basis and as needed.

**Fiscal Impact:**
The amount of the agreement is not to exceed $200,000 for ATB, Subsidized Preschool and School-age Program, and the ASES programs in a school year.

**Recommendation**:
Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education agree to provide additional funding for Child Care Careers (CCC) to provide substitutes for child care centers for the remainder of the 2025-2026 school year.

# Service Agreement

ChildCare Careers
THE SOURCE FOR CHILD CARE STAFFING

**NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.**

This agreement is entered into by and between **ChildCare Careers, LLC** (hereafter "CCC") and "Customer" (named below). CCC and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from CCC. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.

2. Customer will pay the four (4) hour minimum if a request for service from CCC is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to the **ChildCare Careers office.** Notice to the temporary personnel is not adequate.

3. Customer will verify and approve the daily hours worked by means of an authorized signature if using a paper timecard or by use of a password if using online timecards. CCC will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.

4. Customer will promptly pay all invoices for services rendered according to the then current CCC fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.

5. Customer will instruct and supervise the CCC employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize CCC employee to operate any motor vehicles or administer any medication. Customer represents, warrants and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business.

6. Customer acknowledges that CCC has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through CCC), a current or former CCC employee introduced to Customer by CCC (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay CCC a placement fee according to CCC's then current fee schedule. Customer will notify CCC in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through CCC. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from CCC does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.

7. In any action or proceeding involving a dispute between CCC and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. This agreement shall be binding on the successors and assigns of the parties. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by CCC, and a binding agreement created between CCC and Customer on the terms set forth herein, upon CCC providing its employees to Customer.

Entity Name (Customer): _____
Full Legal Name of Entity (Name of Corporation, LLC, or Partnership. NOT the trade name of the school.)

By: _____ Title: _____
Signature

Print Name: _____ Date: _____
Authorized Representative of Customer (Print Name)

ChildCare Careers
THE SOURCE FOR CHILD CARE STAFFING
Corporate Office: 2000 Sierra Point Pkwy, Suite 702 • Brisbane, CA • 94005
Orders: (877) 222-6070 • Inquiries: (877) 888-4173

# *Los Angeles County Price List*

*** * * Effective July 1, 2025 * * ***

| Employee Category | Minimum Qualifications | Hourly Rates: 6 or More Hours/Day | Hourly Rates: Less than 6 Hours/Day |
|---|---|---|---|
| • Teacher's Aide | • 0 to 5 ECE units | 32 | 33 |
| • Assistant Teacher | • 6-11 ECE units<br>OR<br>• Assistant Teacher Permit* | 34 | 35 |
| • Experienced Teacher | • 12+ ECE units<br>OR<br>• Associate Teacher Permit* | 35 | 36 |
| • Teacher Permit (No degree) | • Teacher Permit* | 36 | 37 |
| • AA Degree | • AA Degree (in any field)<br>**AND**<br>• Teacher Permit* or higher | 37 | 38 |
| • BA Degree | • BA Degree or higher (in any field)<br>**AND**<br>• Teacher Permit* or higher | 39 | 40 |

** Permits refer to Child Development Permits from the California Commission on Teacher Credentialing*

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind. ChildCare Careers reserves the right to adjust its prices with 30 days written notice.

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Ratification of Agreement for Professional Services Provided by Gary D Stromberg & Associates, LLC for Special Education |

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**Background:**

The Board of Education is being asked to ratify an agreement for professional services to hire an outside speech and language pathologist (as a consultant) to provide support and assessments to Special Education students. The consultant will assist with assessments, writing the assessment reports and attending IEP's of Special Education students.

**Discussion/Issues:**

The District is obligated to provide assessments and implement Individualized Education Plans (IEP's) for students who attend our schools. The District does not have current staff available to support caseload overage and is, therefore, contracting with a consultant to remain in compliance with IEP and Ed Code regulations.

**Fiscal Impact:**

Not to exceed $141,960.

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Gary D Stromberg & Associates, LLC, to provide a speech and language pathologist, not to exceed $141,960 (01.0-65000.0-57602-11901-5850-7440000), effective August 8, 2025 through May 22, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

**RATIFIED CONSULTANT AGREEMENT - SLP**

**TERM OF AGREEMENT**

**This Agreement,** made and entered into this 23rd day of July 2025 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Gary D Stromberg & Associates, LLC hereinafter referred to as "Consultant."

Payee's Name: Gary D Stromberg & Associates, LLC Daytime Phone Number: 716-982-6556

Mailing Address: 110 Gleason Street Unit 303 Delray Beach FL 33483

Email Address: louis@strombergassociates.com

Sponsoring Administrator: Peter Knapik Assistant Superintendent Special Education
Print Name Title Signature Location

Board Approval: 08/11/2025 Account Code: 01.0-65000.0-57602-11901-5850-7440000

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;

**The parties mutually agree as follows:**

1. The Consultant agrees to perform the following services for the District, at a rate of $91 per hour, 40 hours each SLP per week, 39 weeks, for a total not to exceed **$141,960.**

2. The term of the Agreement shall be the period commencing on: 08/08/2025 and terminating on: 05/22/2026.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Gary D Stromberg & Associates, LLC will provide a speech and language pathologist for support and assessments for special education students.

5. The Consultant shall provide a clear and concise invoice noting 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 the 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.

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

12. Communicate within twenty-four hours to Gary D Stromberg & Associates, LLC the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

13. The District agrees to indemnify, defend and hold harmless Gary D Stromberg & Associates, LLC from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

**INDEMNIFICATION**

Gary D Stromberg & Associates, LLC shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Gary D Stromberg & Associates, LLC or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Gary D Stromberg & Associates, LLC, its agents, subcontractors, employees or other representatives referred to in this Agreement, Gary D Stromberg & Associates, LLC shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Gary D Stromberg & Associates, LLC fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Gary D Stromberg & Associates, LLC demand.

District shall save and hold Gary D Stromberg & Associates, LLC, harmless from and against and shall indemnify Gary D Stromberg & Associates, LLC for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Gary D Stromberg & Associates, LLC is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Gary D Stromberg & Associates, LLC may defend the same and any expenses, including reasonable attorney's fees, which Gary D Stromberg & Associates, LLC may pay or incur in defending said action and the amount of any judgment which Gary D Stromberg & Associates, LLC may be required to pay shall be promptly reimbursed by District upon demand.

**ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]
Jennifer Nicholson
Print Representative Name

[redacted]
Director of Special Education
Title

[redacted]
Signature

[redacted]
Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Gary D Stromberg & Associates, LLC
Consultant/Company

[redacted]
Gary Stromberg
Print Representative Name

[redacted]
Owner
Title

[redacted]
Signature

[redacted]
Date 7/31/25

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Ratification of Agreement for Professional Services Provided by Gwendolyn Olicker for Special Education |

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**Background:**

The Board of Education is being asked to ratify the agreement for professional services for Special Education student 960034998, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**

The District is obligated to provide services for students who attend our schools, even if the District doesn't have the staff to do so and, therefore, is required to contract with an agency to remain in compliance with IEP regulations and/or settlement agreements.

**Fiscal Impact:**

Total not to exceed $3,325.

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Gwendolyn Olicker for Special Education student 960034998, for a total not to exceed of $3,325 (01.0-65360.0-57602-11900-5850-7440000), effective August 8, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
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**RATIFIED CONSULTANT AGREEMENT**

**TERM OF AGREEMENT**

**This Agreement,** made and entered into this 21st day of July 2025 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Gwendolyn Olicker hereinafter referred to as "Consultant."

Payee's Name: Gwendolyn Olicker Daytime Phone Number: 818-531-1991

Mailing Address: 4083 Camellia Avenue Studio City, CA 91604 Email Address: gwenolicker@gmail.com

Sponsoring Administrator: Peter Knapik Assistant Superintendent Special Education
Print Name Title Signature Location

Board Approval: 08/11/2025 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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;

**The parties mutually agree as follows:**

1. The Consultant agrees to perform the following services for the District, for a total not to exceed $3,325 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 08/08/2025 and terminating on: 06/30/2026.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Gwendolyn Olicker will provide up to 19 hours of Occupational Therapy for Special Education Student 960034998.

5. The Consultant shall provide a clear and concise invoice noting 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 the 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 provide the following to District:
    - Proof of COVID 19 vaccination
    - Sign and return Districts COVID-19 addendum

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

12. Communicate within twenty-four hours to Gwendolyn Olicker the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

13. The District agrees to indemnify, defend and hold harmless Gwendolyn Olicker from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

**INDEMNIFICATION**

Gwendolyn Olicker shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Gwendolyn Olicker or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Gwendolyn Olicker, its agents, subcontractors, employees or other representatives referred to in this Agreement, Gwendolyn Olicker shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Gwendolyn Olicker fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Gwendolyn Olicker demand.

District shall save and hold Gwendolyn Olicker, harmless from and against and shall indemnify Gwendolyn Olicker for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Gwendolyn Olicker is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Gwendolyn Olicker may defend the same and any expenses, including reasonable attorney's fees, which Gwendolyn Olicker may pay or incur in defending said action and the amount of any judgment which Gwendolyn Olicker may be required to pay shall be promptly reimbursed by District upon demand.

**ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]

Jennifer Nicholson
Print Representative Name

[redacted]

Director of Special Education
Title

[redacted]

Signature

[redacted]

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Gwendolyn Olicker
Consultant/Company

[redacted]

Gwendolyn Olicker
Print Representative Name

[redacted]

Occupational Therapist
Title

[redacted]

Signature July 21, 2025

[redacted]

Date

**TO:** Board of Education / Superintendent Consent 8/11/2025

**SUBMITTED BY:** Sarah Rudchenko, Assistant Superintendent, Human Resources Services

**SUBJECT:** Certificated Personnel - Report Number 25-26-03. 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.

| Change of Assignment | Assignment | APPROPRIATION NUMBER | PCT | RATE OF PAY | REMARKS | EFFECTIVE DATE/END DATE |
|---|---|---|---|---|---|---|
| Williamson, Terry | TOSA | 01.0-40350.2-00000-21400-1910-7420000 | 100 | T-005-19 | | 08/08/2025 |
| **Election: Long Term Sub** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Snaer, Serena | Lng Term Sub Couns | 01.0-00000.0-00000-31100-1260-7550000 | 100 | T-001-01 | | 08/04/2025-10/24/2025 |
| **Election: Management** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Tarouilly, James | Asst Principal | 01.0-00000.0-00000-27000-1313-4310000 | 100 | K-007-08+MA+DR | | 07/17/2025 |
| **Election: Teacher** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Diaz, Lilyana | Teacher | 01.0-00000.0-11100-10000-1110-4310000 | 100 | T-004-08+MA | | 08/08/2025 |
| Hayes, Christine | Teacher SpEd | 01.0-65000.0-57602-11200-1110-3200000 | 100 | V-003-01 | | 08/08/2025 |
| Hackbardt, Alexandra | Teacher | 01.0-00000.0-11100-10000-1110-5300000 | 100 | T-005-06 | | 08/08/2025 |
| Kastiz, Katelynn | Teacher SpEd | 01.0-65000.0-57602-11104-1110-3220000 | 100 | T-005-02 | | 08/08/2025 |
| Keshishian, Romik | SLP | 01.0-65000.0-57602-11901-1110-7440000 | 100 | T-004-01+MA+SpEd | | 08/08/2025 |
| Leman, Juliet | Teacher SpEd | 01.0-65000.0-57602-11200-1110-2150000 | 100 | T-004-09+MA+Sped | | 08/08/2025 |
| Maddigan, Deborah | Counselor | 01.0-30100.2-00000-31100-1211-3220000 | 100 | H-006-11 | | 08/08/2025-06/30/2026 |
| Mullins, Melissa | Teacher | 010.-00000.0-11100-10000-1110-3200000 | 100 | T-006-01+MA | | 08/08/2025 |
| Tostado, Andrea | SLP | 01.0-65000.0-57602-11901-1110-7440000 | 100 | V-004-01 | | 08/08/2025 |
| Vanloo, Brendhen | Teacher | 01.0-00000.0-11100-10000-1110-4310000 | 100 | T-006-24 | | 08/08/2025 |
| Wander, Bryanna | Teacher | 010.-00000.0-11100-10000-1110-3200000 | 100 | T-006-05+MA | | 08/08/2025 |
| **Election: Temp** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Hudak Smith, Maria | Teacher-Temp | 01.0-00000.0-11100-10000-1110-4320000 | 100 | T-004-14+MA | | 08/08/2025-06/30/2026 |
| **Paid Leave of Absence** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Steinberg, Jessie | Counselor | 01.0-00000.0-00000-31100-1211-4320000 | 100 | I-006-10 | | 08/04/2025-10/26/2025 |
| **Retirement** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Bitner, Elizabeth | Teacher SpEd | 01.0-65000.0-57601-11100-1110-4320000 | 100 | T-005-24 | Began service 8/12/2010 | 06/30/2025 |
| **Resignation** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Maddigan, Deborah | Counselor | 01.0-30100.0-00000-31100-1210-3229000 | .50 | | | |
| | | 01.0-74350.0-00000-31100-1210-3229000 | .50 | H-006-11 | | 06/30/2025 |
| Orbison-Gutierrez, Marie | Sub/SpEd Sub Teach | 01.0-00000.0-11100-10000-1160-7550000 | 100 | S-001-01 | | 06/30/2025 |
| Smith, Kourtney | Sub/SpEd Sub Teach | 01.0-00000.0-11100-10000-1160-7550000 | 100 | S-001-01 | | 06/25/2025 |
| **Salary Correction** | **Assignment** | **APPROPRIATION NUMBER** | **PCT** | **RATE OF PAY** | **REMARKS** | **EFFECTIVE DATE/END DATE** |
| Barzegar, Anayis | SLP | 01.0-65000.0-57602-11901-1110-7440000 | 100 | T-006-05 | | 08/08/2025 |

**TO:** Board of Education / Superintendent Consent 8/11/2025

**SUBMITTED BY:** Sarah Rudchenko, Assistant Superintendent, Human Resources Services

**SUBJECT:** Certificated Personnel - Report Number 25-26-03. 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.

| Name | Program/Site | Task/Project | Type | Rate | Hours/Days Cap | Applicable Payrolls |
|---|---|---|---|---|---|---|
| Alpert, Madeline | Instr Services | Other Hourly | Hourly | $39.67 | 7 | 06/25/2025-06/26/2025 |
| Beal, Briana | Instr Services | Other Hourly | Hourly | $39.67 | 7 | 06/25/2025-06/26/2025 |
| Chavez, Yanira | Adult School | Other Hourly | Hourly | $39.67 | 40 | 07/01/2025-07/31/2025 |
| Cook, Jacob | Burroughs | Coach, Head Swim | Stipend | $6,206.00 | | 02/01/2026-4/03/2026 |
| Cook, Jacob | Burroughs | Coach, Head Water Polo Boys | Stipend | $6,206.00 | | 08/01/2025-10/31/2025 |
| Cook, Jacob | Burroughs | Coach, Head Water Polo Girls | Stipend | $5,808.00 | | 11/01/2025-1/31/2026 |
| Everhart, Gregory | Instr Services | Other Hourly | Hourly | $39.67 | 7 | 06/25/2025-06/26/2025 |
| Goldberg, Michelle | Ed Srvcs | Other Hourly | Hourly | $39.67 | 8 | 06/01/2025-06/30/2025 |
| Griffith, Jennifer | Ed Srvcs | Other Hourly | Hourly | $39.67 | 8 | 06/01/2025-06/30/2025 |
| Grimshaw, Dena | Instr Services | Other Hourly | Hourly | $39.67 | 5.5 | 06/25/2025-06/26/2025 |
| Harney, Dina | Luther | DEI Stipend | Stipend | $1,117.00 | | 08/01/2024-05/31/2025 |
| Hernandez, Dorothy | Ed Srvcs | Intervention | Hourly | $53.46 | 70 | 07/01/2025-08/31/2025 |
| Keeler, Fred | Huerta | Other Hourly | Hourly | $39.67 | 8 | 07/01/2025-07/31/2026 |
| Keshishyan, Dianna | Health Services | Teacher- Addtl Hours | Hourly | $54.73 | 5 | 08/04/2025-08/05/2025 |
| Knoop, Keith | Burroughs | Coach, Head Girls Flag | Stipend | $4,429.00 | | 08/01/2025-10/31/2025 |
| Koontz, James | Muir | Other Hourly | Hourly | $39.67 | 40 | 07/01/2025-07/31/2025 |
| Magallon, Matthew | Burroughs | Coach, Head Baseball | Stipend | $5,414.00 | | 02/01/2026-4/03/2026 |
| Nicol, Doug | Burroughs | Coach, Head Softball | Stipend | $5,808.00 | | 02/01/2026-4/03/2026 |
| Oganyan, Victoria | Burroughs | Coach, Head Basketball | Stipend | $6,599.00 | | 11/01/2025-1/31/2026 |
| Oldroyd, Jennifer | Health Services | Teacher- Addtl Hours | Hourly | $85.50 | 35 | 07/30/2025-08/07/2025 |
| Peebles, John | Burroughs | Coach, Head Cross Country | Stipend | $6,599.00 | | 08/01/2025-10/31/2025 |
| Peebles, John | Burroughs | Coach, Asst Track | Stipend | $6,159.00 | | 02/01/2026-4/30/2026 |
| Pisano, Jennifer | Special Ed | Home Teacher | Hourly | $42.39 | 40 | 06/01/2025-06/30/2025 |
| Real, Edwin | Burroughs | Coach, Head Vollyball | Stipend | $6,599.00 | | 08/01/2025-10/31/2025 |
| Real, Edwin | Burroughs | Coach, Asst Volleyballl | Stipend | $6,159.00 | | 02/01/2025-4/03/2025 |
| Sevic, Branko | Burroughs | Coach, Asst Golf | Stipend | $4,581.00 | | 02/01/2026-04/30/2026 |
| Sullivan, Arthur | Burroughs | Coach, Soph Basketball | Stipend | $5,762.00 | | 11/01/2025-1/31/2026 |
| Van Kooten, Heidi | Luther | DEI Stipend | Stipend | $1117.00 | | 08/01/2024-05/31/2025 |
| Vargas, Theresa | Instr Services | Other Hourly | Hourly | $39.67 | 7 | 06/25/2025-06/26/2025 |
| Vargas, Theresa | Huerta | Other Hourly | Hourly | $39.67 | 8 | 07/01/2025-07/31/2026 |
| Weiner, Alexis | Instr Services | Other Hourly | Hourly | $39.67 | 7 | 06/25/2025-06/26/2025 |
| Williamson, Terry | Ed Srvcs | Other Hourly | Hourly | $39.67 | 8 | 06/01/2025-06/30/2025 |

| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Resignation | | | | | | | | |
| BULIAVAC, Alexi | Facilities Operations and Construction Technician | 01.0-00100.0-00000-81100-2410-7520000 | 1.0 | 48-IV | A | 07-15-25 | | Facilities Services |
| OLEA, Omar | Facilities Services Lead | 01.0-81500.0-00000-81100-2210-7523000 | 1.0 | 62-VI | A | 08-27-25 | | Facilities Services |
| Leave | | | | | | | | |
| CL-0085-25 | Human Resources | 01.0-00100.0-00000-82100-2210-2060000 | 1.0 | 43-VI | A | 07-14-25 | 08-14-25 | Human Resources |
| LEE, Daly | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 08-11-25 | 05-28-25 | Special Education (career advancement) |
| Additional Compensation for Working Out of Class | | | | | | | | |
| MOYA, Lourdes | Administrative Secretary I | 01.0-00000.0-00000-77000-2410-7730000 | 1.0 | 45-VI | A | 07-01-25 | 09-30-25 | Technology Services |
| Additional Compensation for Longevity | | | | | | | | |
| AVENDANO, Mario | Lead Custodian | 01.0-00100.0-00000-82100-2210-2140000 | 1.0 | 43-VI | A | 07-01-25 | | Facilities Services<br>10 years - $192.00/month |
| COVA, Jaime | Custodian | 01.0-00100.0-00000-82100-2210-2050000 | 1.0 | 38-VI | A | 07-01-25 | | Bret Harte Elementary School<br>15 years - $229.00/month |
| LOWE, Scot | Locksmith | 01.0-81500.0-00000-81100-2210-7520000 | 1.0 | 53-VI | A | 06-01-25 | | Facilities Services<br>10 years - $142.00/month |
| POZOS, Salvador | Custodian | 01.0-00100.0-00000-82100-2210-4320000 | 1.0 | 38-VI | A | 06-01-25 | | John Burroughs High School<br>15 years - $179.00/month |
| VALLES, Fidel | Custodian | 01.0-00100.0-00000-82100-2210-3210000<br>01.0-00100.0-00000-82100-2210-3200000 | .50<br>.50 | 38-VI | A | 05-01-25 | | Facilities Services<br>10 years - $142.00/month |
| Additional Compensation for Health Care | | | | | | | | |
| CAFFERTY, Roni | Paraeducator – Severe Behavior II | 01.0-65000.0-57602-11200-2130-2130000 | .8125 | 47-VI | D | 08-11-25 | | Jefferson Elementary<br>Severely Impaired - $181/month |

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Change of Assignment – Classification/Location/FTE | | | | | | | | |
| BARNETT, Hilary | Paraeducator – Special Education | 01.0-33100.0-57602-11100-2110-3210000 | .8125 | 38-VI | D | 08-11-25 | | Huerta Middle School |
| OCHOA, Steven | Food Service Assistant | 13.0-53100.0-00000-37000-2210-3220000 | .5625 | 37-IV | D | 08-11-25 | | Muir Middle School |
| SANCHEZ-MENDEZ, Vanessa | Paraeducator – Special Education | 01.0-33100.0-57602-11100-2110-3210000 | .8125 | 38-V | D | 08-11-25 | | Huerta Middle School |
| TEJEDA, Liliana | Office Technician – Adult Education | 11.0-63910.0-41101-27000-2410-5330000<br>11.0-63910.0-41102-27000-2410-5330000<br>11.0-63910.0-41104-27000-2410-5330000<br>11.0-63910.0-41106-27000-2410-5330000<br>11.0-00639.0-41100-27000-2410-5330000 | .05<br>.10<br>.35<br>.15<br>.35 | 42-VI | B | 07-01-25 | | Burbank Adult School |
| THOMAS, Jill | Senior Attendance & Date Technician | 11.0-63910.0-41101-27000-2410-5330000<br>11.0-63910.0-41102-27000-2410-5330000<br>11.0-63910.0-41104-27000-2410-5330000<br>11.0-63910.0-41106-27000-2410-5330000<br>11.0-00639.0-41100-27000-2410-5330000 | .10<br>.30<br>.30<br>.20<br>.10 | 43-VI | B | 07-01-25 | | Burbank Adult School |
| Change of Assignment – Classification/Location/FTE in Lieu of Layoff | | | | | | | | |
| ABARCA-MENA, Amanda | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-IV | D | 07-01-25 | | Special Education |
| ABDUR-RAHIM, Asia | Instructional Technology Media Specialist - Elementary | 01.0-42030.0-47600-24950-2950-2050000 | .625 | 42-II | D | 07-01-25 | | Bret Harte Elementary |
| ANYASOPORN, Nantavadee | Paraeducator Special Education | 01.0-33100.0-57602-11100-2110-4310000 | .84375 | 38-VI | D | 07-01-25 | | Burbank High School |
| ARANSKY, Desiree | Paraeducator – Special Education | 01.0-65000.0-57602-11200-2110-2030000 | .75 | 38-V | D | 07-01-25 | | Emerson Elementary |
| BAGHUMYAN, Narine | Campus Supervisor – Elementary | 01.0-67620.0-11100-10009-2910-2100000<br>01.0-00000.0-11100-10009-2910-2100000 | .40<br>.60 | 35-III | D | 07-01-25 | | Miller Elementary |
| BISER, Kristen | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2910-2020000 | .5625 | 35-III | D | 07-01-25 | | Edison Elementary |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Change of Assignment – Classification/Location/FTE in Lieu of Layoff, continued | | | | | | | | |
| BRADSHAW, Dionne | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| BROWN, Denise | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| CACERES, Adriana | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| CHANTA, Carlos | Intervention Specialist At Risk | 01.0-30100.0-00000-31100-2210-3229000 | .60 | 53-VI | D | 07-01-25 | | Muir Middle School |
| COQUIA, Joidie | Paraeducator -English Language Learner | 01.0-01500.0-11103-10000-2110-2160000 | .50 | 37-VI | D | 07-01-25 | | Washington Elementary |
| CRUZ, Evelyn | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| CUEVAS, Larisa | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| DIAZ, Esperanza M. | Senior Secretary | 01.0-00000.0-00000-27000-2410-4320000 | .8125 | 42-VI | B | 07-01-25 | | John Burroughs |
| EKLUND, Debra | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2910-2100000<br>01.0-67620.0-11100-10009-2910-2100000 | .74<br>.26 | 35-VI | D | 07-01-25 | | Miller Elementary |
| GUTIERREZ, Silvia | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| HERNANDEZ, Lucia | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2910-2020000 | .7812 | 35-VI | D | 07-01-25 | | Edison Elementary |
| HOVSEPYAN, Elma | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| KHUDNEV, Anton | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-IV | D | 07-01-25 | | Special Education |
| MOYA, Edward | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2910-2060000<br>01.0-90201.0-11100-10009-2910-2060000 | .6534<br>.3166 | 35-VI | D | 07-01-25 | | Jefferson Elementary |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Change of Assignment – Classification/Location/FTE in Lieu of Layoff, continued | | | | | | | | |
| NAVARRO, Yolanda | Paraeducator – Special Education | 01.0-65000.0-57602-11200-2110-4310000 | .8125 | 38-V | D | 07-01-25 | | Burbank High School |
| NEMINOVA, Victoriya | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-II | D | 07-01-25 | | Special Education |
| ONTIVEROS, Beth | Paraeducator | 01.0-00000.0-11100-10000-2110-2140000 | .625 | 36-VI | D | 07-01-25 | | Roosevelt Elementary |
| PHAN-MUNOZ, Annie | Paraeducator – English Language Learner | 01.0-01500.0-47600-10000-2110-2100000 | .50 | 37-VI | D | 07-01-25 | | Miller Elementary |
| PORTER, Vianey | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| PRECIADO, Gabriela | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2910-2060000<br>01.0-90201.0-11100-10009-2910-2060000<br>01.0-67620.0-11100-10009-2910-2060000 | .5653<br>.2609<br>.1738 | 35-VI | D | 07-01-25 | | Jefferson Elementary |
| QUINTERO, Mauro | Instructional Technology Media Specialist – Elementary | 01.0-00000.0-00000-24200-2210-2162000 | .625 | 42-IV | D | 07-01-25 | | Washington Elementary |
| ROBLES, Lisa | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| SEHTA, Nahla | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2910-2030000<br>01.0-67620.0-11100-10009-2910-2030000<br>01.0-90201.0-11100-10009-2910-2030000 | .6457<br>.1638<br>.1905 | 36-VI | D | 07-01-25 | | Emerson Elementary |
| VOURNAS, Cynthia | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2910-2020000 | .7813 | 35-VI | D | 07-01-25 | | Edison Elementary |
| YAEGAR, Shannon | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-VI | D | 07-01-25 | | Special Education |
| Election – Monthly | | | | | | | | |
| BORRAS, Richard | Paraeducator – Special Education | 01.0-65000.0-57602-11200-2110-4310000 | .75 | 38-I | D | 08-11-25 | | Burbank High School |
| CONTRERAS, Michael | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-I | D | 08-11-25 | | Special Education |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Election – Monthly, continued | | | | | | | | |
| GUGINO, Michael | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-I | D | 08-11-25 | | Special Education |
| JOJ SAQUIC, Norman | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-II | D | 08-11-25 | | Special Education |
| KARAPETYAN, Marine | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-IV | D | 08-11-25 | | Special Education |
| LOPEZ, Eveling | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-III | D | 08-11-25 | | Special Education |
| MCCANN, Tonya | Senior Secretary | 01.0-00000.0-00000-27000-2410-4310000 | 1.0 | 42-I | A | 07-16-25 | | Burbank High School |
| MIRA, Natalie | Paraeducator – English Language Learner | 01.0-33100.0-57602-11100-2110-4310000 | .8125 | 37-I | D | 08-11-25 | | Burbank High School |
| OROPEZA, Javier | Behavior Intervention Assistant | 01.0-65000.0-57601-11905-2110-7440000 | .8125 | 45-III | D | 08-11-25 | | Special Education |
| Election – Hourly | | | | | | | | |
| AGHAKHANIAN, Armond | Board Member | 01.0-00000.0-00000-27000-2390-7560000 | | 532.00 | F | 07-01-25 | 06-30-26 | Superintendent's Office |
| CANO, Laurette | Board Member | 01.0-00000.0-00000-27000-2390-7560000 | | 532.00 | F | 07-01-25 | 06-30-26 | Superintendent's Office |
| GREENBERG, Andrew | Visual & Performing Arts Instructor | 01.0-67700.0-17006-10000-2170-4320000 | | 50.00 | F | 08-01-25 | 05-31-26 | Burroughs High School |
| BURKHART, Shari | Food Services Field Supervisor | 13.0-53100.0-00000-37000-2330-7490000 | | H-VII | C | 07-01-25 | 08-01-25 | Food Services Department |
| FLORES, Fernando | Custodian | 12.0-90602.0-00000-82100-2240-7540000 | | 38-VI | A | 07-01-25 | 08-12-25 | Washington Elementary School |
| HOY, Susan | Facilities Services Assistant | 01.0-81500.0-00000-81100-2440-7520000 | | 44-VI | A | 07-01-25 | 06-30-26 | Facilities Services |
| JUAREZ, Rudy | Facilities Worker | 01.0-81500.0-00000-81100-2240-7520000 | | 46-I | A | 07-01-25 | 06-30-26 | Facilities Services |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Election – Hourly, continued | | | | | | | | |
| KHITIKIAN, Jaclyn | Visual & Performing Arts Instructor | 01.0-67700.0-11100-10000-2171-4320000 | | 50.00 | F | 08-01-25 | 07-30-26 | Burroughs High School |
| LAVITT, Kimberly | Paraeducator-Deaf and Hard of Hearing (Substitute) | 01.0-00000.0-00000-31400-2260-7550000 | | 20.02 | F | 07-18-25 | | Human Resources |
| MARTINEZ, Hector | Senior Facilities Worker Plasterer/Cement Finisher | 01.0-81500.0-00000-81100-2240-7520000 | | 53-I | A | 07-01-25 | 06-30-26 | Facilities Services |
| PONTZER KAMKAR, Abigail | Board Member | 01.0-00000.0-00000-27000-2390-7560000 | | 532.00 | F | 07-01-25 | 06-30-26 | Superintendent's Office |
| SHAUMYAN, Anna | Behavior Interventionist | 01.0-65000.0-57601-31420-2211-7440000 | | I-VI | C | 07-14-25 | 07-14-25 | Special Education |
| SOSA ZAMORA, Maura | Custodian (Substitute) | 01.0-00100.0-00000-82100-2260-7520000 | | 19.53 | F | 07-16-25 | | Human Resources |
| TABET, Charlene | Board Member | 01.0-00000.0-00000-27000-2390-7560000 | | 532.00 | F | 07-01-25 | 06-30-26 | Superintendent's Office |
| TRONCOSO, Janette | Administrative Secretary I | 01.0-26000.0-00000-72000-2430-7420000 | | 45-II | A | 06-01-25 | 06-30-25 | Instructional Services |
| TRONCOSO, Janette | Administrative Secretary I | 01.0-26000.0-00000-72000-2430-7420000 | | 45-II | A | 07-01-25 | 08-31-25 | Instructional Services |
| TRONCOSO, Janette | School Office Manager - Special Programs/Alternative Education | 01.0-00000.0-00000-27000-2430-7420000 | | 43-VI | C | 06-01-25 | 06-30-25 | Instructional Services |
| TRONCOSO, Janette | School Office Manager - Special Programs/Alternative Education | 01.0-00000.0-00000-27000-2430-7420000 | | 43-VI | C | 07-01-25 | 08-31-25 | Instructional Services |
| WEISBERG, Emily | Board Member | 01.0-00000.0-00000-27000-2390-7560000 | | 532.00 | F | 07-01-25 | 06-30-26 | Superintendent's Office |
| ZARGARIAN, Siuneh | Campus Supervisor – Elementary | 01.0-00000.0-11100-10009-2930-2090000 | | 35-VI | D | 08-01-25 | 08-08-25 | McKinley Elementary |
| Election – Walk on Coach | | | | | | | | |
| ANDERSON, Stephanie | Short Term Athletic | 01.0-00000.0-15001-42000-2171-4310000 | | 16.50 | F | 06-23-25 | 08-31-26 | Burbank High School |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Election – Walk on Coach, continued | | | | | | | | |
| BEIMFORD, Zachary | Short Term Athletic | 01.0-00000.0-15006-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| CALDERON, Nicholas | Short Term Athletic | 01.0-00000.0-15016-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| CANTRELL, Trent | Short Term Athletic | 01.0-90904.0-15017-42000-2171-4320000 | | 16.50 | F | 07-08-25 | 07-31-25 | Burroughs High School |
| CANTRELL, Trent | Short Term Athletic | 01.0-00000.0-15017-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| CLEMONS, Thomas | Short Term Athletic | 01.0-00000.0-15012-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| COPANO, Rubina | Short Term Athletic | 01.0-00000.0-15014-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| COPANO, Rubina | Short Term Athletic | 01.0-00000.0-15013-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| DAVIS, Tabitha | Short Term Athletic | 01.0-00000.0-15009-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| FLORES, George | Short Term Athletic | 01.0-00000.0-15010-42000-2171-4320000 | | 16.50 | F | 11-01-25 | 01-31-26 | Burroughs High School |
| GHAMAN, Roger | Short Term Athletic | 01.0-00000.0-15021-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| HARDY, Thomas | Short Term Athletic | 01.0-00000.0-15014-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| HARDY, Thomas | Short Term Athletic | 01.0-00000.0-15013-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| HAMANAKA, Glenn | Short Term Athletic | 01.0-90904.0-15017-42000-2171-4320000 | | 16.50 | F | 07-01-25 | 07-31-25 | Burroughs High School |
| HAMANAKA, Glenn | Short Term Athletic | 01.0-00000.0-15017-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| HOLT, Molly | Short Term Athletic | 01.0-00000.0-15004-42000-2171-4320000 | | 16.50 | F | 11-01-25 | 01-31-26 | Burroughs High School |
| JIMENEZ, Brandon | Short Term Athletic | 01.0-00000.0-15003-42000-2171-4320000 | | 16.50 | F | 11-01-25 | 01-31-26 | Burroughs High School |
| MACIAS, Giovanni | Short Term Athletic | 01.0-00000.0-15002-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| ORTEGA-JENNISON, Martin | Short Term Athletic | 01.0-00000.0-15018-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| ORTEGA-JENNISON, Martin | Short Term Athletic | 01.0-00000.0-15019-42000-2171-4320000 | | 16.50 | F | 11-01-25 | 01-31-26 | Burroughs High School |

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| Name | Position | Program/Site | %Time FTE | Range & Step | Basis | Effective Date | Ending Date | Remarks |
|---|---|---|---|---|---|---|---|---|
| Election – Walk on Coach, continued | | | | | | | | |
| ORTEGA-JENNISON, Martin | Short Term Athletic | 01.0-00000.0-15022-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| RECCHIA, Keith | Short Term Athletic | 01.0-00000.0-15007-42000-2171-4320000 | | 16.50 | F | 08-01-25 | 10-31-25 | Burroughs High School |
| RODRIGUEZ, Joseph | Short Term Athletic | 01.0-00000.0-15002-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| SANCHEZ, Robert | Short Term Athletic | 01.0-00000.0-15011-42000-2171-4320000 | | 16.50 | F | 11-01-25 | 01-31-26 | Burroughs High School |
| STRANG, Sheila | Short Term Athletic | 01.0-00000.0-15012-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| WILCZEK, Gregory | Short Term Athletic | 01.0-00000.0-15001-42000-2171-4310000 | | 16.50 | F | 06-01-25 | 06-30-26 | Burbank High School |
| WILLIAMSON, Mackenzie | Short Term Athletic | 01.0-00000.0-15015-42000-2171-4320000 | | 16.50 | F | 02-01-26 | 04-30-26 | Burroughs High School |
| WILLIS, Erik | Short Term Athletic | 01.0-00000.0-15003-42000-2171-4320000 | | 16.50 | F | 11-01-25 | 01-31-26 | Burroughs High School |

Signature

Title: Sarah Rudchenko, Assistant Superintendent, Human Resources Services

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**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Ratification of Agreement for Professional Services Provided by Oren R. Boxer, Ph.D., A Psychological Corporation for Special Education |

**Background:**

The Board of Education is being asked to ratify an agreement for professional services to provide a psychoeducational IEE for Special Education student 960026732, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**

The District is currently obligated to provide services for students who are Burbank residents whose IEPs require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

**Fiscal Impact:**

Not to exceed $6,500.

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Dr. Oren R. Boxer, Ph.D., A Psychological Corporation, to provide a psychoeducational IEE, not to exceed $6,500 (01.0-65000.0-57602-11900-5850-744000) for Special Education student 960026732, effective August 8, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

**RATIFIED CONSULTANT AGREEMENT**

**TERM OF AGREEMENT**

**This Agreement,** made and entered into this 22nd day of July 2025 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Oren R. Boxer, Ph.D., A Psychological Corporation hereinafter referred to as "Consultant."

Payee's Name: Oren R. Boxer, Ph.D., A Psychological Corporation Daytime Phone Number: 626-793-0937

Mailing Address: 625 Fair Oaks Ave., Ste. 101 South Pasadena, CA 91030

Email Address: admin@orenboxerphd.com

Sponsoring Administrator: Peter Knapik Assistant Superintendent Special Education
Print Name Title Signature Location

Board Approval: 08/11/2025 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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;

**The parties mutually agree as follows:**

1. The Consultant agrees to perform the following services for the District, at a rate not to exceed $6,500 **Amount to include mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 08/08/2025 and terminating on: 06/30/2026.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Oren R. Boxer, Ph.D., A Psychological Corporation will provide a psychoeducational IEE for Student 960026732. Cost includes evaluation, observations, reviewing documentation, written report and attendance to IEP.

5. The Consultant shall provide a clear and concise invoice noting 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 the 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.

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

12. Communicate within twenty-four hours to Oren R. Boxer, Ph.D., A Psychological Corporation the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

13. The District agrees to indemnify, defend and hold harmless Oren R. Boxer, Ph.D., A Psychological Corporation from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

**INDEMNIFICATION**

Oren R. Boxer, Ph.D., A Psychological Corporation shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Oren R. Boxer, Ph.D., A Psychological Corporation or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of Oren R. Boxer, Ph.D., A Psychological Corporation, its agents, subcontractors, employees or other representatives referred to in this Agreement, Oren R. Boxer, Ph.D., A Psychological Corporation shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If Oren R. Boxer, Ph.D., A Psychological Corporation fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by Oren R. Boxer, Ph.D., A Psychological Corporation demand.

District shall save and hold Oren R. Boxer, Ph.D., A Psychological Corporation, harmless from and against and shall indemnify Oren R. Boxer, Ph.D., A Psychological Corporation for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If Oren R. Boxer, Ph.D., A Psychological Corporation is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, Oren R. Boxer, Ph.D., A Psychological Corporation may defend the same and any expenses, including reasonable attorney's fees, which Oren R. Boxer, Ph.D., A Psychological Corporation may pay or incur in defending said action and the amount of any judgment which Oren R. Boxer, Ph.D., A Psychological Corporation may be required to pay shall be promptly reimbursed by District upon demand.

**ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District

District/Company Name

[redacted]

Jennifer Nicholson

Print Representative Name

[redacted]

Director of Special Education

Title

[redacted]

Signature

[redacted]

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Oren R. Boxer, Ph.D., A Psychological Corporation

Consultant/Company

[redacted]

Oren Boxer

Print Representative Name

[redacted]

Title Executive Director

[redacted]

Signature

[redacted]

Date 07/25/25

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Ratification of Agreement for Professional Services Provided by SoCal Psychology Center for Special Education |

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**Background:**

The Board of Education is being asked to ratify an agreement for professional services to provide a psychoeducational IEE for Special Education student 960031132, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

**Discussion/Issues:**

The District is currently obligated to provide services for students who are Burbank residents whose IEPs require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

**Fiscal Impact:**

Not to exceed $6,500.

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and SoCal Psychology Center, to provide a psychoeducational IEE, not to exceed $6,500 (01.0-65000.0-57602-11900-5850-744000) for Special Education student 960031132, effective August 8, 2025 through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
1900 West Olive Avenue, Burbank, 91506
Tel: (818) 729-4473
Fax: (818) 729-4573
www.burbankusd.org

**RATIFIED CONSULTANT AGREEMENT**

**TERM OF AGREEMENT**

**This Agreement,** made and entered into this 21st day of July 2025 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and SoCal Psychology Center hereinafter referred to as "Consultant."

Payee's Name: SoCal Psychology Center Daytime Phone Number: 818-439-1122

Mailing Address: 14144 Ventura Blvd., Suite 220, Sherman Oaks, CA 91423 Email Address: dr.aggie@doctoraggie.com

Sponsoring Administrator: Peter Knapik Assistant Superintendent Special Education
Print Name Title Signature Location

Board Approval: 08/11/2025 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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;

**The parties mutually agree as follows:**

1. The Consultant agrees to perform the following services for the District, at a rate not to exceed $6,500 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 08/08/2025 and terminating on: 06/30/2026.
3. Payment Terms: Net 60 Days
4. District desires to enter into an Agreement in which SoCal Psychology Center will provide an Independent Psychoeducational Evaluation for special education student 960031132.
5. The Consultant shall provide a clear and concise invoice noting 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 the 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.

11. District and Consultant will communicate and send in writing all information received by the District regarding any work-related injury to Personnel within twenty-four hours of the injury.

12. Communicate within twenty-four hours to SoCal Psychology Center the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

13. The District agrees to indemnify, defend and hold harmless SoCal Psychology Center from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

14. This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

15. It is mutually agreed that both parties shall not discriminate against any individual in the performance of their obligations under this Agreement, on the basis of race, color, religion, national origin, sex, age or disability. Both parties further certify compliance with the applicable provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Americans with Disabilities Act and State anti-discrimination laws.

**INDEMNIFICATION**

SoCal Psychology Center shall save and hold the District harmless from and against and shall indemnify District for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of SoCal Psychology Center or any of its agents, subcontractors, employees or other representatives. If District is sued in any court for damages by reason of any of the acts of SoCal Psychology Center, its agents, subcontractors, employees or other representatives referred to in this Agreement, SoCal Psychology Center shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If SoCal Psychology Center fails or neglects to so defend said action, District may defend the same and any expenses, including reasonable Attorney fees, which District may pay or incur in defending said action and the amount of any judgment which District may be required to pay shall be promptly reimbursed by SoCal Psychology Center demand.

District shall save and hold SoCal Psychology Center, harmless from and against and shall indemnify SoCal Psychology Center for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of District, or any of its agents, subcontractors, employees or other representatives. If SoCal Psychology Center is sued in any court for damages by reason of any of the acts of the District, its agents, subcontractors, employees or other representatives referred to in this Agreement, District shall defend said action (or cause same to be defended) as its own expense and shall pay any discharge and judgment that may be rendered in any such action. If District fails or neglects to so defend said action, SoCal Psychology Center may defend the same and any expenses, including reasonable attorney's fees, which SoCal Psychology Center may pay or incur in defending said action and the amount of any judgment which SoCal Psychology Center may be required to pay shall be promptly reimbursed by District upon demand.

**ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the performance or breach thereof, shall be settled by means of binding arbitration in accordance with the rules of the American Arbitration Association, at Los Angeles, California.

If either party to this Agreement institutes any legal action or proceeding against the other party to the Agreement arising out of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]
Jennifer Nicholson
Print Representative Name

[redacted]
Director of Special Education
Title

[redacted]
Signature

[redacted]
Date

ACKNOWLEDGED AND AGREED TO

Consultant:

SoCal Psychology Center
Consultant/Company

[redacted]
Agnes a Papazy, PhD
Print Representative Name

[redacted]
Title

[redacted]
Signature

7-21-25

[redacted]
Date

Burbank Unified School District
Instructional Services

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent, Educational Services |
| PREPARED BY: | Juan Noguera, Director of Adult Education |
| SUBMITTED BY: | Laura Erisman, Administrative Secretary |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of MOU between Burbank Adult School (BUSD) and Los Angeles County Office of Education (LACOE) and for the school year 2025-2026. |

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**Background:**

For the past years, LACOE and Burbank Adult School has been working together to achieve a common goal which is to support adult learners. The purpose of this MOU is to continue the terms and conditions under which the LACOE partnership will function for the Career Technical Education (CTE) training, including but not limited to, Certified Nursing Assistant (CNA) program, Clinical Medical Assistant (CMA) Pharmacy Technician Training, English as Second Language (ESL), and High School Equivalency (HSE) classes for one more year (July 1, 2025 to June 30, 2026). It is understood that this agreement will require mutual trust and teamwork between both parties, working together to accomplish shared goals.

**Discussion/Issues:**

It is the desire of both parties to provide instructional services to the LACOE population supported by BUSD's teachers and instructional resources. The classes are meant to accelerate learning toward preparation for the high school equivalency exam and to provide job training to prepare students for the workplace in the health industry.

At Burbank Adult School, adult learners have the optimal education setting to continue working on pursuing their goals to become effective members in today's demanding society, and LACOE has played a tremendous role in supporting adult learners and BAS teachers. Therefore, it's important that we continue building on this partnership to ensure that our students get the support to accomplish their goals.

**Fiscal Impact:**

There is no cost associated with the agreement between LACOE and Burbank Adult School (Burbank Unified School District).

**Recommendation:**

Peter Knapik, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Memorandum of Understanding (MOU) between Burbank Adult School and Los Angeles County Office of Education (LACOE), effective August 12, 2025 through June 30, 2026, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
SHORT –TERM TRAINING CLASSES
GREATER AVENUES FOR INDEPENDENCE (GAIN) DIVISION

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

BURBANK UNIFIED SCHOOL DISTRICT, whose address is 3811 Allan Ave., Burbank, CA 91505, hereinafter referred to as "Contractor," mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's GAIN Division has determined that assistance is required to provide various short-term training classes to GAIN and GROW participants as per Exhibit A - Scope of Work, attached hereto, incorporated herein, and made a part hereof. Contractor has the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract and prime Contract # C-24318. All work shall be coordinated with LACOE's GAIN Director, Neha Patel.

This Contract is a subcontract under the terms of the prime Contract # C-24318 with the County of Los Angeles, Department of Public Social Services and shall be subject to all the provisions of such prime Contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles.

2. TERM

This Contract is effective August 8, 2025 and shall remain in effect through June 30, 2026.

3. PAYMENT

LACOE shall pay Contractor an amount not to exceed Nine Thousand Five Hundred Dollars ($9,500.00) for work performed hereunder. Any work performed by the Contractor in excess of this amount shall be considered as having been done at no additional cost to LACOE, unless this Contract is so amended by written amendment. Payments shall be made upon completion and acceptance of the work performed and within thirty (30) days of receipt of an approved invoice. Invoices can be emailed to; accounts_payable@lacoe.edu or mailed to the attention of the Accounts Payable Unit.

4. INDEMNIFICATION

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

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

5. INSURANCE

Contractor shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect Contractor and LACOE as their interests may appear. Required insurance coverage may be satisfied through a program of self-insurance.

6. NOTICES

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

LACOE:

Procurement Services
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW-169
Downey, CA 90242-2890

Contractor:

To the mailing address above
ATTN: Elvis Carias

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

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

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, Contractor, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 and AB 130.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, Contractor is an Independent Contractor and not an officer, employee or agent of LACOE. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. Contractor warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment; being free from the control and direction of LACOE in connection with the performance of the work, both under the contract for the performance of the work and in fact; performing work that is outside the usual course of LACOE's business; and being customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

14. ASSIGNMENT

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

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any

way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

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

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY / WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

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

20. TERMINATION

The Contract may be terminated by either party upon 30-days written notification to the other party.

21. FAILURE TO COMPLY

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

22. ATTORNEY'S FEES

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

23. COMPLIANCE WITH LAW

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

24. FORCE MAJEURE

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

25. GOVERNING LAW/FORUM SELECTION

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

26. INCORPORATION BY REFERENCE

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

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

28. RECORD RETENTION AND INSPECTION

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

29. NO THIRD-PARTY OBLIGATIONS

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

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

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

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

31. NON-DISCRIMINATION AND NON-SEGREGATION

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

32. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

33. ALCOHOL AND DRUG-FREE SCHOOLS AND FACILITIES

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

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

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

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

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

35. SB 1343 SEXUAL HARASSMENT PREVENTION TRAINING

If Contractor employs five (5) or more employees, Contractor must provide at least two (2) hours of sexual harassment prevention training and education to all supervisory employees and one (1) hour of such training to all non- supervisory employees. Contractor must also provide sexual harassment prevention training to its temporary or seasonal employs within thirty (30) calendar days after the hire date or within one hundred (100) hours worked if the employee will work for less than six (6) months. Training and education must be provided once every two (2) years thereafter, pursuant to California Government Code Section 12950.1.

LACOE reserves the right to request for certification of such training and to terminate this Contract if the Contractor fails to comply with this section.

36. PUBLIC RETIREMENT SYSTEM RETIREE

Contractor must disclose to LACOE if any of Contractor's employees working under this Contract have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's employees have retired from CalPERS. If Contractor's employees have retired from either CalSTRS or CalPERS, Contractor should be aware that LACOE is required to report all payments under this and any additional Agreements in any given year.

37. EXECUTION REQUIREMENTS

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

| | |
|---|---|
| LOS ANGELES COUNTY<br>OFFICE OF EDUCATION | BURBANK UNIFIED SCHOOL DISTRICT |
| By _____<br>Anne Brache<br>Procurement Services Coordinator | By _____<br>_____<br>Typed or Printed Name<br>Title _____ |
| Date _____ | Date _____ |

sr 6-27
Report 7/2/25

SHORT-TERM TRAINING PROPOSAL

# Certified Nursing Assistant (CNA)

**CLIENT ORGANIZATION:**
Los Angeles County Office of Education (LACOE)

**CONTACT(S):**
Neha Patel, Patel_Neha@lacoe.edu
Martin Evans, Evans_Martin@lacoe.edu
Dr. Shaquinta Bevans, Bevans_Shaquinta@lacoe.edu

## I. PROGRAM OVERVIEW:

This program equips participants with the technical skills, industry knowledge, and hands-on clinical experience required for employment in hospitals, long-term care facilities, and home healthcare settings. Upon successful completion, students will be eligible to sit for the National Nurse Aide Assessment Program (NNAAP) exam, a prerequisite for obtaining California State CNA Certification. Given the growing demand for CNAs in Los Angeles County, this program provides a direct pathway to stable employment while serving as a steppingstone for career advancement in nursing and allied health professions.

## II. PROGRAM STRUCTURE & LOGISTICS:

The CNA training program integrates classroom-based instruction with supervised clinical training to ensure participants develop both foundational knowledge and practical patient care skills.

| Component | Hours | Schedule |
|---|---|---|
| Theory Instruction | 80 hours (4 weeks) | Monday – Thursday (AM: 8:45 AM – 1:00 PM, PM: 5:00 PM – 9:15 PM) |
| Clinical Training | 100 hours (8 weeks) | Morning: Monday – Wednesday (7:30 AM – 2:00 PM) Evening: Tuesday, Thursday (3:00 PM – 8:00 PM) & Saturday (7:00 AM – 3:00 PM) |
| Program Duration | 180 hours (12 weeks) | **above schedule is subject to change for each cohort** |

| Cohort Start Date | Theory & Clinical Training | Job Search & Career Advancement Support |
|---|---|---|
| Fall 2025 (TBD) | Burbank adult School | Nort Hollywood Job Services |

## III. PROGRAM COSTS

The CNA training program is designed to be affordable and accessible for participants seeking career opportunities in healthcare.

| Item | Cost per Student |
|---|---|
| Tuition & Registration | $475 |
| Materials & Fees (Includes CPR Certification) | $120 |
| **Total Course Fee** | **$595** |
| *Additional Costs:* | |
| *National Nurse Aide Assessment Program (NNAAP) Exam* | *$120* |
| *Textbooks (Optional)* | *$75* |
| ***Total:*** | ***$790*** |

***Note**: Participants must purchase scrubs and provide proof of a TB test and COVID-19 vaccination before beginning clinical training.*

**IV. REQUIREMENTS FOR PARTICIPATION**

Participants must meet the following criteria:

- ✓ 18 years or older
- ✓ Proficiency in English (Written & Verbal)
- ✓ Ability to push, pull, stand, and lift a minimum of 50lbs
- ✓ TB Test and Proof of COVID-19 Vaccination (Required for Clinical Training)
- ✓ Basic Computer Literacy

**V. PROFESSIONAL SKILLS DEVELOPMENT**

The CNA program provides students with technical, interpersonal, and professional competencies essential for success in the healthcare industry. Participants will develop the following:

*Technical Skills*

- ✓ Patient Care Fundamentals – Assisting with daily living activities, mobility support, and basic hygiene.
- ✓ Vital Signs Monitoring – Measuring blood pressure, pulse, respiration rate, and temperature.
- ✓ Emergency Response – Recognizing and responding to medical emergencies within scope of practice.
- ✓ Infection Control & Safety – Implementing sanitation and hygiene protocols to prevent disease transmission.
- ✓ Restorative & Rehabilitation Care – Assisting patients with mobility, therapeutic exercises, and post-surgical recovery.

*Soft & Professional Skills*

- ✓ Communication & Empathy – Effectively interacting with patients, families, and healthcare teams.
- ✓ Time Management & Organization – Prioritizing tasks in a fast-paced healthcare environment.
- ✓ Critical Thinking & Problem-Solving – Recognizing patient concerns and appropriately responding to changes.
- ✓ Teamwork & Professionalism – Collaborating with nurses, physicians, and healthcare staff.

**VI. JOB SEARCH & CAREER ADVANCEMENT SUPPORT**

To ensure successful workforce entry, the CNA Training Program includes:

- ✓ Resume Development Workshops – Tailored to highlight clinical experience.
- ✓ Mock Interviews & Job Search Training – Preparing participants for employment applications.
- ✓ Employer Networking Events – Direct engagement with healthcare employers.
- ✓ Job Placement Assistance – Facilitating employment connections with local hospitals, nursing homes, and home health agencies.

**VII. EMPLOYMENT OUTLOOK & JOB MARKET DEMAND**

The Certified Nursing Assistant profession is a high-demand career field in Los Angeles County, driven by:

- ✓ An aging population requiring long-term and home healthcare services.
- ✓ Increased patient care demands in hospitals and skilled nursing facilities.
- ✓ A shortage of qualified healthcare support staff in California.

According to the California Employment Development Department (EDD):

- ✓ CNA employment is projected to grow by 8% from 2024 to 2034 due to increased healthcare needs.
- ✓ Los Angeles County employs over 28,000 CNAs, with an estimated 3,000+ job openings annually.
- ✓ Average CNA hourly wage in Los Angeles County: $19.50 - $25.00 per hour, with potential for wage increases.

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Amendment of Final Settlement Agreement (Special Education) |

**Background:**

The Board of Education is being asked to amend the Final Settlement Agreement for Special Education student 960029710 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 960029710 concerning services and/or school placement, a formal settlement agreement was offered on April 4, 2025 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:**

Not to exceed $20,435

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education amend the Final Settlement Agreement for Special Education student 960029710, total not to exceed $20,435, (01.0-65000.0-50010-36000-5813-7440000), October 2022 through December 31, 2025, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**Note: The original approval date was April 17, 2025 for a total not to exceed $14,900. This amendment adds an additional $5,535. The new not to exceed amount is $20,435.**

**Burbank Unified School District**
**Special Education Department**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Action on Final Settlement Agreement (Special Education) |

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**Background:**

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education student 960031132 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 960031132 concerning services and/or school placement, a formal settlement agreement was offered on July 9, 20025 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:**

Not to exceed $21,000

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education student 960031132, total not to exceed $21,000, (01.0-65000.0-50010-36000-5813-7440000), August 8, 2025 through June 30, 2027 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: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Action on Final Settlement Agreement (Special Education) |

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**Background:**

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education student 960035043 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 960035043 concerning services and/or school placement, a formal settlement agreement was offered on July 22, 20025 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:**

Not to exceed $23,855

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education student 960035043, total not to exceed $23,855, (01.0-65000.0-50010-36000-5813-7440000), August 8, 2025 through June 30, 2026 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: | Peter Knapik, Assistant Superintendent of Educational Services |
| PREPARED BY: | Jennifer Nicholson, Director of Special Education and Psychological Services |
| SUBMITTED BY: | Sandra Shearer, Administrative Secretary II |
| DATE: | August 11, 2025 |
| SUBJECT: | Action on Final Settlement Agreement (Special Education) |

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**Background:**

The Board of Education is being asked to approve the Final Settlement Agreement for Special Education student 960042944 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 960042944 concerning services and/or school placement, a formal settlement agreement was offered on July 17, 20025 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:**

Not to exceed $58,120

**Recommendation:**

Peter Knapik, Assistant Superintendent of Educational Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education student 960042944, total not to exceed $58,120, (01.0-65000.0-50010-36000-5813-7440000), May 1, 2023 through June 30, 2025 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

**BURBANK UNIFIED SCHOOL DISTRICT**
**Human Resources Services**

# REPORT TO THE BOARD

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM: | Sarah Rudchenko, Assistant Superintendent, Human Resources Services |
| PREPARED BY: | Lauren Trammell, Executive Assistant, Human Resources Services |
| SUBMITTED BY: | Lauren Trammell, Executive Assistant, Human Resources Services |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of University Agreement- University of the Pacific |

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**Background**
The purpose of this Agreement with the University of the Pacific is to provide students with field experience through practice in schools and classes. Qualified students will assume responsibility for their assignment.

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 the University of the Pacific, which expands the pool of qualified educators. 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 Rudchenko, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the University Agreement between the Burbank Unified School District and University of the Pacific to provide field experience effective September 1, 2025 through until terminated five (5) years on September 1, 2030, 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.

**Affiliation Agreement**
**between**
**Burbank Unified School District**
**and**
**University of the Pacific**

This Affiliation Agreement ("Agreement") is entered into the 1st day of September, 2025 ("**Effective Date**"), by and between Burbank Unified School District ("**Host**") and the University of the Pacific ("**Pacific**").

WHEREAS, Pacific through its Benerd College, is accredited by the California Commission on Teacher Credentials ("**CCTC**") and Western Association of Schools and Colleges ("**WASC**") Senior College and University Commission ("**WSCUC**") for credentialing and graduate-level degree programs in Education (including, without limitation, Curriculum and Instruction, Educational Administration and Leadership, and Counseling and School Psychology) and must provide onsite Student Placement (defined below) for candidates enrolled in the curriculum with a hosted Student Placement experience.

WHEREAS, Host recognizes the need and desires to aid in the educational development of Pacific's students and is willing to make its employees and premises available for Pacific students to participate in Student Placements.

WHEREAS, Pacific and Host believe it is for the mutual benefit of the parties, and especially the University students, that Host provide on-site Student Placement opportunities for students in Benerd College who are seeking a **California teaching credential/pupil personnel services placement/internship, and Other certificate/degree/preliminary administrative services credentials**, **Licensure as a Licensed Professional Clinical Counselor (LPCC)**, **Licensed Marriage and Family therapist (LMFT), or Licensed Clinical Psychologist,** we enter into this Agreement to provide the candidates with Student Placement opportunities that lead to the candidates obtaining a **student teacher/administrative preliminary credential/internship or pupil personnel services** credential, or state licensure.

WHEREAS, the Student Placements under this Agreement ("**Program**") will be performed at the Host facility or facilities identified in **Exhibit 1**; and

WHEREAS, Host faculty/administrators will supervise and mentor the students participating in the Program ("**Students**") for the duration of the Program; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, Pacific and Host hereby agree as follows:

**1. Program Description.** The Program is further described in **Exhibit 1** (Program Description) attached hereto and by this reference incorporated herein. For purposes of this Agreement, the term "Student Placement" encompasses Pacific students, student teachers, student teacher interns, preliminary administrative services credential students, Licensed Professional Clinical Counselor interns (LPCC), Licensed Marriage and Family Therapy (LMFT) practicum students, PsyD doctoral practicum and interns and other interns completing field work experience. The term "student teacher intern" means any student teacher working on a credential in a certificated position. Except as expressly provided in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of Pacific or the Host to the other party is hereby created; consideration for this Agreement is furnished by the mutual benefits and promises of the parties.

**2. Pacific Responsibilities and Understandings**

a) The Program is a program of Pacific, and not of the Host.

b) Pacific shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit, if any. Pacific shall be responsible for clear and specific objectives and planned learning activities and for the development of manuals and appropriate evaluation instruments for Student learning.

c) Pacific shall comply with applicable accrediting agencies' standards and guidelines.

d) Pacific shall have the right to designate the individuals who will participate in the Program subject to the following limitations:

i) Each Student must be enrolled at Pacific and have the requisite academic background, as determined by Pacific in its reasonable discretion, for participation; and

ii) Host and Pacific shall agree on the number of Students who may be allowed to participate at one time.

e) Pacific shall be responsible for keeping all attendance and academic records of the Students. Pacific may delegate to Host and its personnel the Student evaluation activities where appropriate and as long as Pacific's primary responsibility for this function is not compromised.

f) Pacific shall notify Host of Student Placements, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program.

g) Pacific shall require each Student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which include submission of a negative tuberculosis screening test prior to commencing a Student Placement.

h) As further described in **Exhibit 1** to this Agreement, Pacific faculty will determine reasonable criteria for Student evaluations. The Dean or designee is the Pacific faculty member who will monitor the students' instruction and experiences that occur under this Program and shall be available for conference or assistance as needed by Host during the Program.

i) Pacific shall provide a University Supervisor (US) who is an adjunct faculty member, Counseling and School Psychology faculty member or graduate student who serves as a liaison among the Intern, the employing Host, and Pacific. The University Supervisor shares the responsibility for assessing the Intern's professional competencies with the members of the Site Support Team. The University Supervisor works with the Intern throughout the internship experience to offer instructional help and guidance and to share in the decisions affecting the Intern in the school. The University Supervisor also serves as a liaison between the University and the Host.

**3. Host Responsibilities and Understandings**

a) Host shall provide appropriate facilities for the aspects of the Program conducted at Host's premises under this Agreement. The facilities designated by Host shall not endanger the health, safety or welfare of Pacific's Students.

b) Host shall provide any required safety training to Students.

c) Host shall be responsible for ensuring all its employees comply with all laws, rules, and regulations with regard to their conduct and interaction with students.

d) Host shall appoint a site supervisor for each Student. The site supervisor must have a valid credential or license for the area he/she is supervising and be an employee of Host, in order to serve as the Student's supervisor; and, must have at least three (3) years post-licensure experience for

Pupil Personnel Services/School Psychologists credential and/or for Licensed Professional Clinical Counselors, Licensed Marriage and Family Therapists and Licensed Clinical Psychologist.

e) Host shall ensure that Students are familiar with and observe all applicable rules, regulations, and policies of Host to which Students are expected to adhere during the Program and while on Host premises (including, without limitation, applicable health and safety training in accordance with prevailing federal and state laws).

f) Consistent with the availability of resources for Host's employed staff, Students shall be provided adequate supplies and materials to carry out the functions of the Student Placement experience.

g) Pacific personnel shall be permitted to participate in the instruction of Students on Host premises as necessary to effectively implement the Program except when, in the reasonable opinion of the Host, such participation interferes with the Host's operations.

h) Host shall permit Pacific to visit Host's premises, to consult with Host personnel involved in the Program, and to evaluate Student progress while they are on Host premises; provided, however, that such visits shall be subject to reasonable rules and policies of Host.

i) In the event of a medical emergency involving a Student while the Student is on Host premises, Host shall respond according to the same procedure it would follow if one of its employees experienced the same emergency.

j) Host shall provide educational learning experiences (including opportunities for professional development) which are planned, organized, administered, and supervised by qualified staff in accordance with mutually agreed upon educational objectives and guidelines to help prepare Students for future careers in their fields of study.

> ***Notes****: Educational learning experiences should also be aligned with all current Teaching Performance Expectations (TPEs), including the 2024 adopted literacy standards and the knowledge and practice standards related to students with dyslexia, both of which can be found on the Commission on Teacher Credentialing (CTC) website.*
>
> *Educational learning experiences must be provided to Students in clinical practice settings (e.g., appropriate setting, information about expectations made available to administrators and mentors at the school site) wherein they gain experience to TPEs related to oral and written language including 7.6, 7.7, and 7.8, as appropriate to the credential program.*
>
> *Additionally, efforts will be made to provide Students with opportunities, as practicable, during their clinical practice to learn about, and where possible, observe how schools/teachers are using screening and diagnostic techniques, as appropriate to the credential and as identified in the TPEs and standard.*
>
> *Clinical practice settings must also provide, to the extent practicable, opportunities for Students in clinical practice settings to observe and practice concepts and strategies included in the California Dyslexia Guidelines.*

k) Students, designated as Student Teachers, shall perform services as part of their participation in the Program only when under the supervision of authorized, licensed or certified

Host personnel. Host understands and agrees that these Students are trainees, they shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace School personnel (except for teacher residency and internship pathways).

l) Intern and teacher residency eligible students that are participating in the Program, are paid employees of the Host and for the purposes of employment are consider School personnel.

**4. Joint Responsibilities of Pacific and Host**

a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and Pacific. Each party's final examination and vacation schedules will be honored by the parties.

b) Each party shall perform independent and joint reviews to determine the effectiveness of the Program.

c) Each party may enter into similar agreements with other institutions at any time.

d) The parties agree that Pacific may request the transfer or removal of a Student from a particular teaching assignment.

**5. Confidentiality and the Family Educational Rights and Privacy Act**.

a) The parties agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("**FERPA**") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure such records pursuant to applicable law.

b) Records maintained by Host of Students paid by Host may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.

c) In order for Pacific and the Host to jointly monitor the Student's performance in the Program, all Students shall, as a condition to their placement, execute a "Release of Records" (Exhibit 2) which allows the Host and Pacific to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the Student in the Program. Failure to execute the "Release of Records" shall make the Student ineligible for placement with Host.

d) Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by the Student and/or any negligent or intentional conduct when the conduct of the Student jeopardizes the health and/or safety of Host's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate Release of Records has been obtained.

**6. Insurance**.

a) Both parties during the term of this Agreement will provide at their sole cost and expense Commercial General Liability insurance in the amount of one million per occurrence ($1,000,000) and two million aggregate ($2,000,000). Upon request, each party will provide the other with evidence of such insurance. By virtue of this Agreement, Pacific does not assume any liability under any law relating to workers compensation on account of any of act of any Student performing any activity related to or arising out of this Agreement.

b) The student, as either teacher or intern, is a participant in an educational program, and for purposes of this Agreement, if paid by the Host – shall be considered an employee of the Host and covered by the Host's worker's compensation policy; while if un-paid, shall not be considered an employee of either Host or Pacific and neither party shall have responsibility for payment of workers' compensation benefits to the student.

c) Host agrees to make available, whenever possible, emergency health care for the assigned student in case of accident or illness while on Host premises. Any student receiving such emergency services shall be financially responsible for the charges. The student shall otherwise be responsible to procure and maintain his or her own health care coverage.

**7. Indemnification**. Each party agrees to defend, indemnify and hold one another, their respective regents, officers, directors, employees, students and agents harmless from and against all third party claims for injury or damages, liability, loss, expense (including reasonable attorney's fees and costs) ("**Loss**"), arising out of the performance of its obligations under this Agreement, but only in proportion to and to the extent the Loss is caused by or results from the negligence or intentional acts or omissions of the indemnifying party. The indemnities provided under this Section 7 shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

**8. Relationship of the Parties and Students**. Each party is and shall be an independent contractor of the other party. Neither party nor its employees or subcontractors shall be deemed to be employees or agents of the other party. Neither party's employees nor subcontractors will be entitled to any benefits made available to the other party's employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on its behalf in any matter.

**9. Term and Termination**. The term of this Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless earlier terminated or extended as provided herein. The Agreement may be renewed for up to two (2) subsequent one (1) year terms upon the mutual agreement of the parties in writing. This Agreement may be terminated at any time without cause by either party, upon giving the other party sixty (60) days written notice; provided, however, that any such termination shall not be effective as to any Student who as of the date of mailing of notice by the terminating party is participating in the Program until the Student has completed his/her participation in the Program for the then current academic term (semester or year), unless otherwise agreed by the parties. Host agrees to return any Pacific property to Pacific within thirty (30) days of the early termination or expiration of the Agreement, or such other timeframe as agreed upon by the parties in writing.

**10. Compliance with Laws; Accreditation, Licensing and Credentials**. Each party shall be separately responsible for compliance with all laws, rules and regulations which may be applicable to its respective activities under this Agreement. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other party with evidence of such accreditation, licensing, and credentials upon request by the other party. Host further agrees to cooperate with Pacific with respect to its accreditation requirements and will gather data related to Students' participation in a Student Placement under this Agreement.

**11. Nondiscrimination**. With respect to the parties' obligations under this Agreement, the parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation. Host shall comply with applicable state of California and federal laws and regulations governing reasonable accommodations and the Americans with Disabilities Act.

**12. Cooperation in Disposition of Claims**. The parties agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

**13. Student Discipline or Reassignment**. Students' discipline shall be the sole responsibility of Pacific, however Host or Pacific may terminate the participation of any Student, who, at the determination of Host or Pacific does not comply with the Program requirements or applicable rules or regulations of Host, Pacific, or state of California or federal laws or regulations. If Host reasonably determines that a Student is not performing satisfactorily for reasons including, but not limited to, tardiness or absenteeism, failure to follow instructions, or failure to follow rules or policies, Host agrees to contact the Program contact set forth in section 14.c to either counsel or reassign the Student.

**14. Miscellaneous Provisions.**

**a) Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a "**Dispute**"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party ("**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

**b) Legal Fees and Costs.** The prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.

**c) Notices**. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3rd) business day after mailing by U.S. registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by facsimile with confirmation of successful transmission. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Pacific:

***Notices:***

University of the Pacific
Benerd College
3601 Pacific Avenue
Stockton, CA 95211
Phone: 209-946-2683
Email: benerd@pacific.edu

***Program Contact:***

Benerd College
3601 Pacific Avenue
Stockton, CA 95211
Dr. Brittany Auernig-Roan
Assistant Dean
Email: bauernig@pacific.edu
Phone: 916.220.2805

***Copy of Notice to be provided to:***
General Counsel
University of the Pacific
3601 Pacific Ave.
Stockton, CA 95211
Email: generalcounsel@pacific.edu

If to Host: Burbank Unified School District
1900 W Olive Ave
Burbank, CA 91506
Attn: Lauren Trammell
Email: LaurenTrammell@burbankusd.org
Phone: (818) 729-4410

**d) Force Majeure**. Either party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a "**Force Majeure Event**"). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated.

**e) Governing Law**. This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California.

**f) Use of Names and Logos**. Each party agrees that it shall not use the other party's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the other party or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld in the other party's sole discretion.

**g) No Assignment**. Neither party may voluntarily or by operation of law, assign or otherwise transfer any part of this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.

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

**i) Modifications**. This Agreement may not be modified or amended except by an instrument in writing executed by duly authorized representatives of the parties.

**j) Severability of Terms**. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated by either party upon thirty (30) days' prior written notice, or as otherwise allowed by the termination provisions of this Agreement.

**k) Counterparts**. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

[Signatures on the following page]

**SIGNATURE PAGE**
**Affiliation Agreement**
**between**
**Burbank Unified School District**
**and**
**University of the Pacific**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date**.**

**Burbank Unified School District**

By: Sarah Rudchenko, Ed.D
Its: Assistant Superintendent of Human Resources
Address: 1900 W Olive Ave Burbank, CA 91506
Telephone: (818) 729-4410
Fax:
Email: SarahRudchenko@burbankusd.org

By:
Its:
Address:

Telephone:
Fax:
Email:

**University of the Pacific**

By: Elisa Anders
Its: Chief of Staff to the Provost
University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211
Telephone: 209-946-2552
Email: provost@pacific.edu

**EXHIBIT 1**
**PROGRAM DESCRIPTION**

**Program Objective & Goals**
Through program coursework and fieldwork experiences in TK-16 school settings and beyond, our candidates must satisfy learning outcomes by demonstrating proficiency in all standards, Teaching Performance Expectations (TPEs), and Teaching Performance Assessments (TPAs) as required by the California Commission on Teacher Credentialing including a TPA that includes a focus on foundational literacy skills and the additional cross-cutting themes in literacy, as well as those requirements in School Psychology/Pupil Personnel Services, Licensed Professional Clinical Counselors (LPCC), and Administrative Services Credential.

**Program Overview**
All professional education degree and credential programs at University of the Pacific are offered and coordinated through Benerd College. Students in Benerd College are prepared to deliver thoughtful, reflective, caring, and collaborative services to diverse populations. The College directs its efforts toward researching the present and future needs of schools and the community, fostering intellectual and ethical growth, and developing compassion and collegiality through personalized learning experiences. Per the California Commission on Accreditation/California Commission for Teacher Education, candidates seeking credentials must be placed in clinical practice experiences that extend candidates' learning and application of theory to practice with Transitional Kindergarten to grade 12 students in public and/or private school settings, as according to the California Commission on Teacher Credentialing, the range of Clinical Practice Experiences includes early field experiences, advanced experiences for co-planning and co-teaching (i.e. teacher, LMFT, LPCC, PsyD residency), and student teaching or approved internships for related programs (i.e. Pupil Personnel, LPCC & Administrative Services Programs).

**Location(s) of Program**

**Burbank Unified School District** *[Schools within the District if applicable]*

**Student Evaluation Method(s)**
Cooperative Evaluation of *Multiple Subjects and Single Subject* Student Teacher
Candidate Competence and Performance Checklist

- Single subject student teacher
- Single subject intern/residence
- Multiple subjects student teacher
- Multiple subjects intern/residence
- Education Specialist, student teacher (SPED)
- Education Specialist, intern/residence (SPED)
- Student Teacher Placement Confirmation
- Intern Site Support Team Confirmation
- School Psychology Fieldwork/Practicum and Internship Performance Evaluation Instrument

**Host's Responsibilities**
Host shall participate with Pacific in planning the Program, including those experiences required to complete the EdTPA Teaching Events (pursuant to SB2042 and SB1209), as well as data collection required by the (CCTC/COA) and (CAEP).

For student teacher interns, Host shall:

(1) assign an on-site mentor who possesses a valid Clear or Life credential in the appropriate subject area, has 3 years documented successful teaching experience and holds an English Learner Authorization (or the equivalent, as established by the Commission on Teacher Credentialing); and
(2) Participate with Pacific in planning and implementing a comprehensive and coordinated program of support and mentoring for the student teacher intern, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in its approved Intern Document, attached hereto as **Exhibit 1-A** and incorporated herein.

**Additional Student Qualifications**
Pacific Students are only eligible to participate in the Program during a defined academic semester/term (Fall or Spring).

For student teacher interns only, Pacific shall:

(i) Confirm that the Student meets all the criteria for an intern credential, as established by this Program sponsor and approved by the Commission on Teacher Credentialing pursuant to Exhibit 1-A, and provides the information requested pursuant to Exhibit 1-B;

(ii) Assign a supervisor who has successfully completed Pacific-provided intern supervision training;

(iii) Assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A; and

(iv) Participate with Host in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A.

**EXHIBIT 1-A**
**INTERN DOCUMENT**

**NOTE: This section shall apply only for student teacher interns.**

On June 3, 2013, the Commission on Teacher Credentialing issued Program Sponsor Alert 1306 detailing new requirements for programs that offered intern credentials. This PSA is available at: http://www.ctc.ca.gov/educator-prep/PS-alerts/2013/PSA-13-06.pdf.

In response to this PSA, PACIFIC prepared and submitted revised program documents reflecting the new requirements. On May 19, 2014 the Commission on Teacher Credentialing approved these revised program documents, thereby granting approval to the University of the Pacific to issue intern credentials to qualified teacher credential candidates. Terms of the revised program documents include specific mentoring and support that the HOST and PACIFIC must provide including:

- Assignment of a PACIFIC supervisor who meets the criteria identified in 2.i. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
- Assignment by the HOST of a site supervisor who meets the criteria identified in 3.d. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher's instructional effectiveness.
- Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements: 144 hours with at least 2 hours of support per every five instructional days for general instruction coaching and mentoring AND 5 hours of support per month specific to teaching English learners, or if less than a full academic year, the total number of hours of support must equal four hours times the number of instructional weeks remaining in the year, with at least two hours of support provided every five instructional days. English language learner support less than a full academic year must equal five hours times the number of months in the school year.
- The intern teacher's faculty advisor will assist the HOST mentor and PACIFIC supervisor in creating this coordinated and regular system of support.

**Note: This section shall apply only to PPS School Psychology Interns**

1. Host will provide the Interns with the opportunity to transfer methodology and theories into applied situations via their participation in the internship experience and is responsible for providing the Interns with diverse experience in preparation for their future careers as school psychologists, in accordance with the Interns' knowledge and level of training, in the form all the activities normally expected of a Host-employed school psychologist, mental health clinician, or Licensed Psychologist. These experiences may include, but are not limited to, the experiences and activities set forth in below under the heading Intern Experiences.

2. Host will provide the Interns with experiences that will allow them to complete 1200 clock hours of work during their internship experience, depending on the degree sought by each Intern.

3. Each Site Supervisor will have the following responsibilities as part of his or her supervision of the Interns:

a. The Site Supervisor will cooperatively plan and schedule the Interns' activities and experiences during the internship experience.
b. The Site Supervisor will schedule and provide a minimum of one (1) hour for School Psychology Interns and four (4) hours of PsyD Pre-doc Interns of direct face-to-face supervision each week.
c. The Site Supervisor will review and sign each entry from the Interns' to verify content.
d. The Site Supervisor will complete and submit end-of-semester evaluation forms, which will be provided by Pacific.
e. The Site Supervisor will release the Intern, as needed, to attend fieldwork supervision and classes. (It is understood that the Intern will need to be released with sufficient time to travel between the fieldwork site and Pacific).
f. The Site Supervisor will hold a valid Pupil Personnel Services credential, PPS license or CA Board of Psychology License credential appropriate to the role and function of the duties being performed by the Intern.
g. The Site Supervisor will participate in Pacific-sponsored supervisor meetings held two – three times per year.

4. Consistent with the availability of resources to employed staff, the Intern is provided adequate supplies and materials to carry out the functions of the internship experience. An appropriate work environment should include adequate privacy of office facilities and access to secretarial assistance, telecommunication services, office equipment, and copying machines.

5. Ongoing professional development is a significant aspect of the internship experience. Conferences, seminars, and in-service training opportunities available to employed school psychologists should also be available to the Interns. The Interns are encouraged to participate in state, regional, and national level meetings for school psychologists. Release time is granted by Pacific and is expected to be granted by the Host.

**INTERN EXPERIENCES**

1. **Role and Function:** Develop a knowledge base and understanding of the various roles and functions of the school psychologist and be able to selectively deliver services utilizing a variety of alternative models.
2. **Legal/Ethical**: Develop a knowledge base of federal and state laws, professional ethics, and professional standards as well as the skills to apply them in public and private educational agencies. Develop the skills to adhere to due process guidelines in major decisions affecting all students and to accepted standards in the practice of school psychology.
3. **Organization and Operation of Schools:** Develop an understanding of the organization and administration of public schools and the cultural, ethnic, religious, and geographic diversity of the students, parents, and staff served by school psychologists. Develop an awareness of community resources and the roles of other professionals in helping children, parents, and school personnel. Develop the skills to foster and facilitate interagency partnerships among family, school, health care, and community agencies to create healthy school environments.
4. **Assessment:** Develop the skills to select, administer, score, and interpret psychoeducational tests for individuals of different ages, exceptionalities, and cultural backgrounds. Develop competence in the use of interviewing, functional behavioral assessment, and curriculum-based methods. Develop the skills to integrate psychological and educational data into a psychological report and be able to link assessment results to educationally relevant interventions.
5. **Counseling:** Develop a counseling and mental health knowledge base and the skills to work with Interns who have educational, emotional, and/or behavioral problems to mitigate the

emergence of enduring, unhealthy patterns of behavior. Develop a knowledge base and skills to help students, families, and schools deal with crises, such as school violence, suicide, and loss.

6. **Intervention:** Develop a knowledge base and the skills to identify controllable, causal aspects of social, emotional, and academic difficulties and be able to consult and collaborate in the design, implementation, and evaluation of interventions based on these aspects.
7. **Communication Skills:** Develop the interpersonal skills and both oral and written communication skills necessary to communicate effectively with children, parents, and school personnel from varied cultural, ethnic, religious, and geographic backgrounds. Develop the interpersonal skills to function as team leaders in school-based multidisciplinary teams.
8. **Research:** Become educated consumers of research relating to school psychology and be able to apply these research findings to the development of solutions for educational psychological problems. Be able to disseminate information from the school psychology knowledge base to promote healthy school environments.

**EXHIBIT 1-B**
**University of the Pacific, Benerd College**

# INTERN AUTHORIZATION ADDENDUM

By signing below, I understand that I have received, read, and comply with program requirements of the department I am enrolled in as a student. If at any time I am unable to continue as an intern, I will notify my academic advisor and the Benerd College Office of Credentialing and Student Services.

## I. TO BE COMPLETED BY CANDIDATE

Candidate Name: Pacific ID # -

_____ _____
Signature of Candidate Date

## II. Signature of Benerd College Dean or Designee

I verify that the candidate has met program requirements and is eligible to be hired as an intern.

_____
_
Patricia Campbell, Dean Benerd College

## III. TO BE COMPLETED BY EMPLOYING AGENCY:

**A. Please check Organization Type:** ❑ **County Office** ❑ **School District** ❑ **Charter School**

**County-District-School Code (required):** _____

Employing Agency:

_____

School Name: _____ Phone #: (_____)

Address: _____ Email:_____

Effective date of hire (month/day/year): _____

**Please indicate authorization requested:** ❑ Multiple Subject ❑ Single Subject, Subject:

_____

Education Specialist: ❑ Mild to Moderate Support Needs

❑ Extensive Support Needs

Pupil Personnel Services: ❑ School Psychology

***Site Support Team***

**Name(s)**

_____

**Address:**

_____

**Phone:**

_____

**Email:**

_____

SAMPLE

**B.** ***Personnel Division Approval:***

Host Personnel Specialist - E-mail | Host Personnel Specialist - Phone

Signature of Host Personnel Specialist | Name (Please Print) | Date

**C.** ***Signature of Site Administrator***

By signing below, I verify that I have read and understand the intern support requirements as outlined in the MOU on file and will provide supervision in cooperation with in collaboration with the University of the Pacific, Benerd College.

Signature of Site Administrator | Name (Please Print)

SAMPLE

**EXHIBIT 2**
**STUDENT CONSENT FOR RELEASE OF RECORDS FOR STUDENT PLACEMENT**

The Family Educational Rights and Privacy Act ("**FERPA**") provides that an educational institution may not release confidential information about a student without the student's consent.

In order to enable the University of the Pacific ("**Pacific**") and Host (identified below) to monitor my performance in the Student Placement, I hereby grant permission to authorized personnel at Pacific and Host, and their authorized representatives, to release all education records (as defined by FERPA) and/or employment records relating to my performance in the Student Placement described below, and the information contained therein, from one to the other. I further release Pacific and the Host, and their respective trustees, officers, directors, and employees from any and all liability relating to the release of such education and/or employment records.

This Release is subject to the following:

- My authorization to release this information ("**Release**") will be used in conjunction with my Student Placement with Host only.
- I understand that this Release, and the authorization given above, is effective immediately upon my signature and shall expire upon the completion of my Student Placement with the Host;
- I understand that this Release is necessary for my Student Placement for the sharing of information between Pacific and Host relating to my performance in the Student Placement;
- I understand that I may revoke this Release, in writing, at any time, but if I revoke the Release, I may no longer be eligible to participate in the Student Placement, and my participation may be terminated;
- I understand that I may submit a request in writing in the form required by Pacific to request a copy of all my records released pursuant to this Release;
- I hereby waive all rights under FERPA with regard to the release of the records described above as well as any other state and federal law governing the privacy of records held by Host that may constitute employment records;
- This Release does not apply to any other third party that requests my education records; and
- I understand that Pacific and Host will not release my education and/or employment records to any third party without my express written consent.

I hereby voluntarily authorize the release of my records to the individuals and/or parties identified in this Release. I also understand that if I am under 18 years old, Pacific may disclose such information to my parents or legal guardians regardless of whether I have consented to such disclosure.

SAMPLE

| | |
|---|---|
| Signature of Student | Date |
| Name of Student (Printed) | Pacific School or Department |
| Burbank Unified School District<br>Host/Organization | Nature of Student Placement (Student Teacher, Student Intern, etc.) |
| 1900 W Olive Ave<br>School Address | Dates of Student Placement |

**BURBANK UNIFIED SCHOOL DISTRICT**
**Administrative Services**

**REPORT TO THE BOARD**

| | |
|---|---|
| TO: | Members of the Board of Education |
| FROM : | Andrew Cantwell, Chief Administrative Officer |
| PREPARED BY: | Dennis Maxwell, Director of Facilities |
| SUBMITTED BY: | Crystal Cozakos, Senior Administrative Assistant |
| DATE: | August 11, 2025 |
| SUBJECT: | Approval of Additive Change Order No.1, Hart Design Build Inc., Bid 2425-003: Aquatic Center Modernization, Burbank High School (Capital Outlay) |

---

**Background:**
The District is in the process of modernizing the existing Aquatics Center at Burbank High School. A job walk was held on September 26, 2024; thirteen (13) contractors attended. The bid closed on October 30, 2024; Two (2) contractors submitted a bid package.

Qualifying Bids for the Aquatic Center Modernization received were as follows:

| | |
|---|---|
| ARC Construction | $5,100,000 |
| Hart Design Build | $4,990,000 |

**Discussion/Issues:**
At this time, the Burbank High pool has been shut down due to safety concerns regarding the decking. The infrastructure update will include LED pool lights, updated drains, platform piping for the timing clock, etc. The demolition portion of this project took place in summer 2024 to accommodate the loud noise and dust while students were on summer break.

On November 21, 2024, the Board of Education approved the contract with Hart Design Build to complete the Aquatic Center Modernization for Burbank High School. It was originally approved for a total of $4,990,000 but was decreased to $3,170,000 as the new storage building was removed from the scope of work.

**Fiscal Impact:**
$1,188,780.67 increase for a revised total of $4,358,780.67 (Capital Outlay)

**Recommendation:**
Andrew Cantwell, Chief Administrative Officer, recommends that the Board of Education approve additive change order No.1 between Burbank Unified School District and Hart Design Build Inc., for Bid 2425-003: Aquatic Center Modernization at Burbank High School, not to exceed $4,358,780.67 (40.0-90329-0-

0000085000-6250-4310000) Capital Outlay, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The $1,188,780.67 increase, bringing the not to exceed to $4,358,780.67, is to add the furnish of the equipment, material, and installation of the timing system to meet competition guidelines and aquatic standards. The original design and specifications for the Aquatic Pool contract with Hart Build Design, did not include the timing system in the DSA stamped project number 03-122682. No time extension was requested to the project's completion date.

Bond Management Office
510 S. Shelton St.
Burbank, CA 91506

# CHANGE ORDER

| | | | |
|---|---|---|---|
| **Project Name:** | Aquatic Center Modernization | **Date:** | 7/17/2025 |
| **Site:** | Burbank High School | **Change Order #:** | 1 |
| **Contract Date:** | 12/2/2024 | **Bid #:** | 2425-003 |
| **Contractor:** | Hart Design Build | **PO #:** | 25002346 |
| **DSA Application #:** | 03-122682 | **Board Date:** | 7-Aug-25 |

## THE CONTRACT IS CHANGED AS FOLLOWS:

| | |
|---|---|
| To fund the additional construction elements listed below: | |
| COP#29R - Furnish and Install the pool timing system including underground, scoreboard, racing platforms and other equipment for aquatics competition. | $ 188,780.67 |
| Provide a time extension for rain days: 12/31/25 to 01/22/26 a total of 22 calendar days. | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| **Total:** | **$ 188,780.67** |

| **ADJUSTMENTS TO CONTRACT** | | | |
|---|---|---|---|
| Original Contract Amount: | $ 3,170,000.00 | Original Contract Completion Date: | 12/30/25 |
| Total Prior Change Orders: | $ - | New Completion Date: | 01/22/26 |
| Contract Sum Prior to this CO: | $ 3,170,000.00 | % for this Change Order | 6% |
| Amount of this Change Order: | $ 188,780.67 | % Total Cumulative Change Orders | 6% |
| Revised Contract Amount: | $ 3,358,780.67 | | |

*SIGNATURES ON PAGE 2

Bond Management Office
510 S. Shelton St.
Burbank, CA 91506

# CHANGE ORDER

| | | | |
|---|---|---|---|
| **Project Name:** | Aquatic Center Modernization | **Date:** | 7/17/2025 |
| **Site:** | Burbank High School | **Change Order #:** | 1 |

The undersigned Contractor agrees with the foregoing changes to the Contract price and time allowed for completion of the Work, and agrees to furnish all labor, materials, service, and perform all work necessary to complete any additional work specified herein. Changes to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

| | | |
|---|---|---|
| Duke Hartenian<br>Contractor | Signature | Date |
| Sam Sahand<br>Architect | Signature | Date |
| Robin Rickman<br>Project Manager | Signature | Date |
| Andrew Cantwell<br>Assistant Superintendent,<br>Business & Facilities | Signature | Date |

**Burbank Unified School District**

# Change Order Request (COR)

| | | | |
|---|---|---|---|
| School Name: | **BURBANK HIGH SCHOOL** | Date: | 6/20/2025 |
| Project Name: | **AQUATIC CENTER MODERNIZATION AT BURBANK HS.** | **COP Number:** | 29R |
| **To**: *Name & Title* | **Burbank Unified School District** | Project Number: | |
| | **Hart Design Build Inc.** | Bid Number: | |

**Description of Work:**

Per CCD08, Burbank HS – Timing System including underground Scope. Exclude any electrical scope. All electrical work is existing.

**A. Subcontractor Cost of the Work:**

| | | | |
|---|---|---|---|
| | $ 178,011.00 | | |
| | $ - | | |
| | $ 178,011.00 | **Total:** | $ 178,011.00 |
| **SubContractor mark ups** | 15% | | |
| **GC** | 5% | | $ 8,900.55 |
| | | **Subtotal A:** | $ 186,911.55 |

**B. Contractor Cost of the Work:**

| | | | |
|---|---|---|---|
| Payroll Costs (See attached supporting documentation.) | $ - | | |
| Materials and Equipment (See attached suporting documentation.) | $ - | | |
| Consultant Costs (See attached suporting documentation.) | $ - | | |
| Supplemental Costs (See attached suporting documentation.) | | **Total GC:** | $ - |
| **GC mark ups** | 15% | | $ - |
| | | **Subtotal B:** | $ - |

**C. Contractor Fee:** (As per General Conditions) Bond (A+B*2%) 1% **Subtotal C:** $ 1,869.12

**Total = (A + B + C)** **Total:** $ 188,780.67

☑ **The proposal would** ☐ Increase ☐ Decrease **the Contract Time by** [ ] **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

Contractor's Signature: **Hart Design Build Inc.** | Duke Hartenian (Printed Name & Title) | June 20, 2025 (Date)

**Follow all applicable procedures and provide all appropriate documentation as required by**

**COP #** **29R**

**AQUATIC CENTER MODERNIZATION AT BURBANK HS.** **Date:** **6/20/2025**

**Contractor:** Hart Design Build Inc.

| **DESCRIPTION OF ADDED WORK** | **LABOR** | | | **MATERIAL** | | | |
|---|---|---|---|---|---|---|---|
| **Detail Back-Up** | **Hrs** | **Rate** | **Ext** | | **Unit** | **U/P** | **Ext** |
| | | | 0.00 | | | | 0.00 |
| | | | 0.00 | | | | 0.00 |
| | | | 0.00 | | | | 0.00 |
| | | | 0.00 | | | | 0.00 |
| | | | 0.00 | | | | 0.00 |
| | | | 0.00 | | | | 0.00 |
| | | | 0.00 | | | | 0.00 |
| | | | | | | | 0.00 |
| | | | | | | | 0.00 |
| Subtotals-Add | | | $0.00 | | | | $0.00 |
| Total Add Before Mark-Up/Down | | | | | | | |

| **Sub Contractor Work** | | | | **Qty** | **Unit** | **U/P** | **Price** |
|---|---|---|---|---|---|---|---|
| California Waters | | | | 1 | 1.00 | 178011.00 | $ 178,011.00 |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | $ - |
| | | | | | | | |
| **Subs Total** | | | | | | | **178,011.00** |
| DESCRIPTION OF DELETED WORK | | | | | | | |
| | | | 0 | | | | 0 |
| | | | 0 | | | | 0 |
| | | | 0 | | | | 0 |
| | | | 0 | | | | 0 |
| | | | 0 | | | | 0 |
| Sales Tax | | | 0 | | | | 0 |
| Subtotals-Delete | | | 0.00 | | | | 0.00 |
| Total Delete Before Mark-up/Down | | | | | | | |



## CHANGE ORDER REQUEST (COR)

| | | | |
|---|---|---|---|
| **TO:** | Duke Hartenian | **DATE:** | 6/20/2025 |
| **COMPANY:** | Hart Design Build inc. | **CAW COR #:** | 017 |
| **EMAIL:** | duke@hartdb.com | **CAW PROJECT #:** | 24069 |
| **PHONE #:** | (818) 482-5241 | **PROJECT NAME:** | Aquatic Center Modernization at Burbank HS |

**DESCRIPTION OF WORK:**

Burbank HS – CCD08-B: Timing System Addition
Includes all work associated with the installation of the timing system. This includes underground conduit runs to existing tombstones, installation of surface mounted junction boxes in areas where wall plates cannot be used, and reuse of existing tombstone junction boxes where applicable. Junction boxes will be secured in place to prevent movement during the concrete deck pour. Bag mixed concrete will be used solely to hold the junction boxes in position and is not intended to provide structural support.
Also including all equipment and components listed in the Colorado Time Systems quote dated June 18, 2025. This includes the Gen7 Timing System and laptop, start system and accessories, touchpads and accessories, eight-lane touchpad system, Gen7 in-deck kit, wall plates, cables, tabletop scoreboard, scoreboard controller, pace clock, deck clock, relay judging platforms and caddies, the main scoreboard, and supervision of installation and training. Training will take place on the final day of installation and will not be at a later date all required parties for this training must be present at this time.
A 50% down payment is required at the time of order.

**THIS CHANGE ORDER TOTAL:** **$178,011.00**

**TIME EXTENSION:** CONTRACT TIME WILL BE INCREASED BY THIS CHANGE ORDER **8** DAY(S)**.**

**THIS CHANGE ORDER REQUEST EXCLUDES THE FOLLOWING:**

a) Permits, fees, inspections, plans, shop drawings, surveying, site fencing, swpps, barricades, traffic control, flagging, erosion control and dust control.
b) Liquidated damages of any kind, shoring work, removal or relocation of subterranean rock, offsite removal of excess spoils, and removal or remediation of hazardous materials or existing soil contamination.
c) Any additional items or services not explicitly listed in the "Pricing Includes" section, as well as any items outside the specified "limits of the commercial pool and equipment room."
d) Tombstones. Demolition or removal of any existing tombstones or existing scoreboard components.
e) Any overtime, night time, weekend work.
f) Receptacles, Main Power, Modifications to Electrical Panel – Breakers will need to be provided for Pedestal receptacles, scoreboard control, scoreboard display, spare. Four dedicated 20A circuits to be provided.
g) Electrical Panel Modifications or additions.
h) Ongoing maintenance, service or support after initial installation and training. Only (1) training session will be provided on the last day of onsite installation.

***WE WILL NOT PROCEED WITH THE ABOVE CHANGE ORDER REQUEST UNTIL DIRECTED IN WRITING TO DO SO.***

Vanessa Bernal
Project Manager
California Waters
o 949.528.0900 x 130 | C 714.421.6010
vbernal@californiawaters.com
2311 E. La Palma Ave. | Yorba Linda, CA 92887
we bring water to life | californiawaters.com

# CHANGE ORDER WORKSHEET

**COMPANY:**
Hart Design Build inc.
449 Angelus Ave
Glendale, CA 91208
(818) 482-5241

**DATE:** 6/20/2025
**COR #:** 017
**PROJECT #:** 24069
**PROJECT NAME:** Aquatic Center Modernization at Burbank HS

## SUBCONTRACTOR

| Subcontractor | Scope of Services Performed | Net Price | Total |
|---|---|---|---|
| Colorado Timing System | Supervision & Training | $ 7,500.00 | $ 7,500.00 |
| | | $ - | $ - |

| SUBCONTRACTOR SUMMARY | |
|---|---|
| **SUBCONTRACTOR SUB-TOTAL** | $ 7,500.00 |

## MATERIAL

| Material Description | Qty | Net Price | Notes | Total |
|---|---|---|---|---|
| 2" Sch40 Conduit per/LF | 250 | $ 2.14 | | $ 534.50 |
| 2" Sch40 PVC Conduit Terminal Adapter | 36 | $ 1.84 | | $ 66.24 |
| 2" Steel Locknut | 36 | $ 0.99 | | $ 35.64 |
| 2" Sch40 Conduit Coupling | 5 | $ 1.88 | | $ 9.40 |
| 1" Sch40 Conduit per/LF | 100 | $ 2.10 | | $ 209.70 |
| 1" Sch40 PVC per/LF | 200 | $ 0.64 | | $ 128.00 |
| 1" Sch40 PVC Tees | 18 | $ 1.26 | | $ 22.68 |
| 1" Sch40 PVC 90 Ell | 19 | $ 1.26 | | $ 23.94 |
| 1" Sch40 Adapter | 19 | $ 0.98 | | $ 18.62 |
| 1" Steel Locknut | 19 | $ 0.27 | | $ 5.05 |
| Carlon Enclosure 4"x4" x 6" PVC Junction Box #E989NNR | 19 | $ 23.69 | | $ 450.11 |
| Cantex 12" x 12" x 6" Junction Box | 3 | $ 64.37 | | $ 193.11 |
| PVC Cement - 1 gal Clear | 2 | $ 74.46 | | $ 148.92 |
| PVC Primer Purple Gal | 2 | $ 60.80 | | $ 121.60 |
| Quikrete 60lb Concrete Mix | 10 | $ 4.28 | | $ 42.80 |
| CO Timing Equipment | 1 | $ 103,232.00 | | $ 103,232.00 |
| Mounting Hardware | 1 | $ 550.00 | | $ 550.00 |
| 2x4 Wood Stud | 16 | $ 3.85 | | $ 61.60 |
| 4x8 Plywood | 6 | $ 36.30 | | $ 217.80 |
| #4 Gr60 Rebar | 8 | $ 5.41 | | $ 43.28 |
| Concrete | 3 | $ 254.44 | | $ 763.32 |
| Deck Junction Box Hydrel JB1719 | 5 | $ 544.35 | | $ 2,721.75 |
| 2 Gang NonMetallic Box | 6 | $ 12.46 | | $ 74.76 |
| 2 Gange Non-Metallic Weatherproof In-Use Cover | 6 | $ 18.88 | | $ 113.28 |
| HIT HY200R | 2 | $ 75.50 | | $ 151.00 |

| MATERIAL SUMMARY | | | |
|---|---|---|---|
| **MATERIAL SUB-TOTAL** | | | $ 109,939.10 |
| **SALES TAX** | Tax | **10.50%** | $ 11,543.61 |

## EQUIPMENT RENTAL

| Equipment Rental Description | Qty | Days | Rate | Misc. / Fuel | Total |
|---|---|---|---|---|---|
| Mini Excavator w/ Cab | 1 | 2 | $ 530.00 | $ 81.00 | $ 1,141.00 |
| Skidsteer | 1 | 2 | $ 485.00 | $ 81.00 | $ 1,051.00 |
| Jumping Jack Tamper gas | 1 | 2 | $ 111.00 | $ 41.70 | $ 263.70 |
| Electric Scissor Lift Wide SRT (non marking wheels) | 1 | 3 | $ 255.00 | $ - | $ 765.00 |
| | | | $ - | $ - | $ - |

| EQUIPMENT RENTAL SUMMARY | | | |
|---|---|---|---|
| **EQUIPMENT RENTAL SUB-TOTAL** | | | $ 3,220.70 |
| **EQ RENTAL SERVICE FEE** | *EQ only* | 2.70% | $ 58.58 |
| **ROUND-TRIP DELIVERY *($300/PER EQ)*** | *EQ QTY* | 2 | $ 660.00 |
| **DELIVERY SERVICE FEE** | *% of delivery* | 19.00% | $ 125.40 |
| **SALES TAX** | *Tax* | **10.50%** | $ 426.79 |

## LABOR

| Labor Classification | Qty | Labor Hours | Labor Rate | Other | Total Labor Price |
|---|---|---|---|---|---|
| Laborer | 2 | 8 | $ 84.95 | $ - | $ 1,359.20 |
| Operator | 2 | 12 | $ 112.41 | $ - | $ 2,697.84 |
| Inside Wireman underground | 3 | 16 | $ 115.63 | $ - | $ 5,550.24 |
| Laborer - Timing System Equipment Install | 3 | 8 | $ 84.95 | $ - | $ 2,038.80 |
| Inside Wireman- Timing System Equipment Install | 3 | 16 | $ 115.63 | $ - | $ 5,550.24 |
| Inside Wireman- Timing System Final Connections | 1 | 8 | $ 115.63 | $ - | $ 925.04 |
| Iron Worker | 1 | 8 | $ 99.32 | $ - | $ 794.56 |
| Cement Mason | 2 | 8 | $ 87.08 | $ - | $ 1,393.28 |
| Laborer | 1 | 8 | $ 84.95 | $ - | $ 679.60 |

| LABOR SUMMARY | |
|---|---|
| **LABOR SUB-TOTAL** | $ 20,988.80 |

| PCO PRICING SUMMARY | | |
|---|---|---|
| SUBCONTRACTOR TOTAL | | $ 7,500.00 |
| SUBCONTRACTOR MARKUP | 5.00% | $ 375.00 |
| MATERIAL TOTAL | | $ 121,482.71 |
| MATERIAL MARKUP | 10.00% | $ 12,148.27 |
| EQUIPMENT RENTAL TOTAL | | $ 4,491.47 |
| EQUIPMENT RENTAL MARKUP | 10.00% | $ 449.15 |
| LABOR TOTAL | | $ 20,988.80 |
| LABOR MARKUP | 10.00% | $ 2,098.88 |
| SUB-TOTAL(1) | | $ 169,534.28 |
| OVERHEAD & PROFIT | 5.00% | $ 8,476.71 |
| **CHANGE ORDER GRAND TOTAL** | | **$ 178,011** |

**NOTES:**

June 18, 2025

Vanessa Bernal, California Waters
Burbank High School
Customer #0015994

Dear Vanessa,

The following is the price quotation you requested. Colorado Time Systems provides premier athletic facilities like yours across the world with platinum-quality timing, scoring, and display systems. We look forward to working with you to turn your vision into reality.

Colorado Time Systems offers a wide range of solutions tailored to fit your needs – and your budget. If you have any questions or comments, please call me at 949-751-9655 or e-mail me at andrew.priest@coloradotime.com. Look for us online at http://www.coloradotime.com

**PLEASE NOTE: Due to ongoing shipping and supply chain issues accurate lead times cannot be established. Lead time for most timing equipment is estimated at 2-8 weeks. Touchpads are estimated at 6-8 weeks. Video Displays are estimated at 15-20 weeks. Lead times are based on current estimates and cannot be guaranteed. Product will ship as soon as it is available.**

***GEN7 TIMING SYSTEM***

| Qty | Model | Description |
|---|---|---|
| 1 | GEN7-TMR-L | GEN 7 Sports Timer with legacy connections |

The Gen7 Sports Timer is designed to work exclusively with existing CTS timing components and display boards. Incorporates the latest technology with all of the key features of a Colorado Time Systems Console, including up to 12-lane timing, enhanced split handling, start reaction display, automatic lane arming, interface to 3rd party meet management software, scoreboard cycling and more. The hardware and software combination gives you the flexibility to run your meets your way.

Features:

- Intuitive software interface with modern Windows user interface and is touchscreen friendly. ***Software to be loaded on owner provided laptop.***
- Flexible user interface options: Windows laptop or tablet is primary user interface, with Ethernet connectivity to the timer.
- Robust safeguards, all data is logged and saved on the Gen7. Any issues with user interface are recoverable. Timer will continue running and will finish race without user interface.
- Rich diagnostics, integrated pre-meet diagnostic mode to check system set up and allows proactive equipment maintenance
- Integrated 2.4GHz Wireless to Scoreboards
- Facility network connectivity

**Note: Includes 3-year limited warranty.**

***ACCESSORIES***

| Qty | Model | Description |
|---|---|---|
| 1 | USB2USB | USB Coupler |

***GEN7 LAPTOP***

| Qty | Model | Description |
|---|---|---|
| 1 | R-600-302 | Laptop, GEN7 user interface |

***START SYSTEM***

| Qty | Model | Description |
|---|---|---|
| 1 | SSE | Championship Elite Start System with wired microphone. |

*Features:*

- Bright external 360-degree strobe
- External visual indicator
- Visual start signaling (additional equipment required)
- Training mode
- Alternate start tones
- Tabletop mount included. Tripod or flagpole available

***START SYSTEM ACCESSORIES***

| Qty | Model | Description |
|---|---|---|
| 1 | R-INF-SJ25 | 25’ jumper cable for the Infinity series or Championship Elite start system |
| 1 | START-FPM-2 | Flagpole mount for the Infinity or Champ series start system |
| 8 | R-SP-6-45 | 6watt individual block speaker |

***TOUCHPADS***

| Qty | Model | Description |
|---|---|---|
| 9 | TP-78G | Aquagrip gutterhung touchpads (78" x 22") **US PATENT 5,702,799** |
| | | **Note: Includes 3-year limited warranty.** |

***TOUCHPAD ACCESSORIES***

| Qty | Model | Description |
|---|---|---|
| 1 | CAD-TP/P | Touchpad caddy for gutterhung touchpads. Holds up to ten touchpads. Some assembly required. |
| 9 | 4000-0040 | Special size Touchpad brackets |
| | | **Gutter diagram/measurements must be supplied upon order** |

***EIGHT-LANE TOUCHPAD SYSTEM***

| Qty | Model | Description |
|---|---|---|
| 1 | TP-GEN7-10 | Eight-lane touchpad system for the GEN7 timing system |
| | | Includes the primary 8 lane cable harness (CHSP-1-10) (11) pushbuttons (PB-6), vacuum pump (VP-2), and touchpad meter (TPMD) |
| | | **TOUCHPADS NOT INCLUDED** |

***GEN7 IN-DECK***

| Qty | Model | Description |
|---|---|---|
| 14 | TDPI-D2 | Titanium Domed Deck Plate - Intelligent |
| 2 | TDPI-SC5 | Titanium Scroreboard Connect, Deck Plate |
| 2 | TDPI-S2 | Titanium Starter Connect, Deck Plate |

***GEN7 WALL PLATE***

| Qty | Model | Description |
|---|---|---|
| 2 | WPI-T1 | Wall Plate, Titanium Timer Connect |
| 2 | WPI-S2 | Wall Plate, Titanium Starter Connect |
| 2 | WPI-L | Wall Plate, Legacy Scoreboard |
| 2 | R-1004-0549 | Wall plate, Gen7 15x15 |

***GEN7 CABLE***

| Qty | Model | Description |
|---|---|---|
| 1 | R-015-715-15 | Timer Cable, 15 meter |
| 1 | R-015-706-8 | Starter Cable, 8 meter |
| 1 | R-015-707-8 | Scoreboard Cable, 8 meter |

***CABLE***

| Qty | Model | Description |
|---|---|---|
| 1,000’ | R-015-799 | Timing Cable, 7 cond |
| 1,000’ | R-015-726 | Scoreboard Cable, 4 cond |

***GEN7 IN-DECK KIT***

| Qty | Model | Description |
|---|---|---|
| 1 | TDPI-K1 | Kit – Scoreboard bus head & tail node installation |
| 1 | TDPI-K2 | Kit – Timing bus head & tail node installation |

***TABLETOP SCOREBOARD***

| Qty | Model | Description |
|---|---|---|
| 1 | WTTC-2-NB2 | Wireless Tabletop Controller – no internal battery |
| 1 | R-420-021 | Power Bank |

***SCOREBOARD CONTROLLER***

| Qty | Model | Description |
|---|---|---|
| 1 | WHC-1 | Handheld Wireless Controller for Multisport Scoreboards<br><br>The wireless handheld controller features buttons with tactile dome feedback and a large transflective LCD screen that is easily readable in all environments from darkness to bright sunlight.<br><br>Recommended for practice only for most sports.<br>Not compliant with World Aquatics Rule WP20 20-second reset |

***SCOREBOARD CONTROLLER OPTIONS***

| Qty | Model | Description |
|---|---|---|
| 1 | RSR-3 | Run, Stop, Reset (Stop or Start the game or shot time or reset the game with click of button) |

***ADAPTER***

| Qty | Model | Description |
|---|---|---|
| 1 | WA-3 | Wireless Adapter, 2.4 GHz |

***PACE CLOCK***

| Qty | Model | Description |
|---|---|---|
| 1 | PC-PRO-R | Pace Clock – PRO/Water Polo Shot Clock |

Specifications:

- 4-Digit Pace Clock
- 10” Red Digits – Viewable up to 400 feet
- High Intensity LED – Indoor/Outdoor
- Gray Powder Coat Finish
- “Splash-Proof” Protective Lens
- Internal rechargeable battery
- Internal horn
- Feet and handle

Functions:

- Simple Pace Clock
- Cumulative Split Display
- Lap Split Display
- Lap Counter
- Lap Split Display with Turn Speed
- Relay Exchanges Display
- Start Reaction Display
- Hand Turn Speed
- Break Out Speed Display
- Break Out Speed Display with Start Reaction
- Time Display for Repetitive Sets
- Single Lane Timer
- Mid-Race Timing Display
- Water Polo Shot Clock
- Water Polo Game Clock

NOTE: Most functions require additional input devices, i.e. *Touchpad, Relay Judging Platform, Start System, Pushbutton*

***DECK CLOCK***

| Qty | Model | Description |
|---|---|---|
| 2 | DC-1500 | Deck Clock |

*Features:*

- Multi-colored LED digits,
- Water & Sun resistant, corrosion free,
- Can be utilized as game/shot clock for water polo or set to pace in time of day,
- Time of day or game time displays on top line with 5” digits, bottom line to display seconds for pacing or shot time,
- Bright LED Digits,
- Integrated weatherproof horn for game or shot tones,
- Ability to operate wirelessly with optional controller,
- 30 lbs.

***RELAY JUDGING PLATFORM***

| Qty | Model | Description |
|---|---|---|
| 8 | RJPLD-24x32 | CTS Relay Judging Platform 24" X 32" w/ Built-in LED Light for Start Reaction |

***RELAY JUDGING PLATFORM CADDY***

| Qty | Model | Description |
|---|---|---|
| 1 | CAD-RJPL-2 | CADDY – 24in Width Relay Judging Platforms (holds 10) |

***SCOREBOARD***

| Qty | Model | Description |
|---|---|---|
| 1 | LED-R | **Eight-line** LED Scoreboard:<br><br>*Each module includes:*<br>10-inch LED digits. Standard unistrut, galvanized steel channel mounting hardware, data cables. Red digits.<br><br>*Scoreboard functions:*<br>Displays Lane, Place, and Time for lanes 1-8 |
| 1 | LED6-EH | **Single-line 6 digit Red** LED Scoreboard: ***EVENT/HEAT***<br><br>*Each module includes:*<br>10-inch LED digits. Standard unistrut, galvanized steel channel mounting hardware, data cables. |
| 1 | LED6-HG | **Single-line 6 digit Red** LED Scoreboard: ***HOME/GUEST***<br><br>*Each module includes:*<br>10-inch LED digits. Standard unistrut, galvanized steel channel mounting hardware, data cables. |
| 4 | SP-LED | Sign Panel Frame with **FACILITY PANEL WITH ARTWORK** |

**EQUIPMENT PRICE $103,232.00**

+ 10.5% Estimated Tax $10,839.36

+ Shipping $2,000

***SUPERVISION OF INSTALLATION***

| Qty | Model | Description | Price |
|---|---|---|---|
| 1 | SUPERVISE | Supervision of Installation & Training | **$7,500** |
| | | Installation Agreement must be signed and returned upon order | |

**PRICE VALID UNTIL 3.31.26**

**TERMS**: Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Unless otherwise noted, the quote does not include power, permits, engineering fees, delivery charges, or installation.

Please note that a change order fee of **20**% will apply if any modifications are requested after a purchase agreement has been received. Additionally, if an order is canceled **24** hours after a purchase agreement is received, a cancellation fee of up to **50**% may be charged.

For custom equipment or special orders, including video displays and software, please be aware that these cannot be canceled once production has started. Furthermore, returns are subject to a restocking fee of up to **50**%, and custom orders, including video displays, are non-returnable. Displaylink+ software and/or equipment are also non-returnable.

Unless noted, the above pricing **DOES NOT** reflect cooperative agreement pricing, including but not limited to BuyBoard, OMNIA, TIPS, GoodBuy, YMCA Shared Services. Please reach out to your regional sales manager for additional information regarding the contracted pricing

**WARRANTY**: Two-year limited warranty.
All other components associated with the above equipment including cable harness, deck plates (excluding titanium deck plates), wall plates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty.

**SHIPPING**: PLEASE NOTE: Due to ongoing shipping and supply chain issues accurate lead times cannot be established. Lead time for most timing equipment is estimated at 2-8 weeks. Touchpads are estimated at 6-8 weeks. Video Displays are estimated at 15-20 weeks. Lead times cannot be guaranteed. Product will ship as soon as it is available.

Shipping charges are estimated and subject to change. Tailgate delivery, all unloading is done by receiver. If inside delivery is needed, please call our Sales Team at (800) 279-0111, option 2. Any additional fees will be billed to end user/facility.

**TAXES:** **If purchaser is tax-exempt or purchasing for resale, a copy of purchaser's tax- exempt certificate shall be required at time of order. If purchaser's tax-exempt certificate is not available purchaser shall be charged all appropriate tax.**

**FORCE MAJEURE:** No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

**NOTE**: Price quotations valid for 30 days. All quotations are in U.S. Dollars.

Best Regards,

*Andrew Priest*

Andrew Priest
West Coast Sales Representative

AP/lf

FLEWELLING & MOODY
architecture • planning • interiors

# CONSTRUCTION CHANGE DIRECTIVE


☒ **Los Angeles Office**
99 South Lake Avenue, Suite 300
Pasadena, California 91101
**323.543.8300**

☐ **Lancaster Office**
1035 West Lancaster Boulevard.
Lancaster, CA 93534
**661.949.0771**
661.949.2843 FAX


## CCD No. 08B

| | |
|---|---|
| Project: | Burbank High School<br>Aquatic Center Modernization |
| Location: | 902 N. 3rd St., Burbank, CA 91502 |
| Date: | June 12, 2025 |

The following changes have been included as part of this CCD:

1. See attached information pertaining to the aquatic center timing system:

    - Title Sheet
    - Swimming Pool Timing System Plan

**ACTION TO BE TAKEN:**

| | | |
|---|---|---|
| 1. | ☐ | A price change request is made for the listed items. Do not proceed with the work until written approval is received. |
| 2. | ☒ | A price change is confirmed for the described items. It is requested that the contractor proceed with the work. A change order will be prepared and issued. |
| 3. | ☐ | Information for clarification only, is hereby submitted. A change in project cost or time is not anticipated. |

Sam Sahand – F&M

BURBANK UNIFIED SCHOOL DISTRICT

# BURBANK HIGH SCHOOL
# AQUATIC CENTER MODERNIZATION

902 NORTH 3RD STREET, BURBANK, CA 91502

## GENERAL NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING AND PROPOSED CONSTRUCTION, PIPING, CONDUITS, CLEAN-OUTS, PULL BOXES, ETC. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DISTRICT AND ARCHITECT PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL GRADES ELEVATIONS, DIMENSIONS, AND CONDITIONS OF INSTALLATION PRIOR TO PROVIDING BID. ANY DISCREPANCIES DISCOVERED BY THE CONTRACTOR DURING THE ABOVE INVESTIGATIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. THE CONTRACTOR BY MEANS OF OFFERING A BID SHALL THEREBY CERTIFY THAT THE ABOVE STATED REQUIREMENTS HAVE BEEN MET.
3. GENERAL CONTRACTOR SHALL INCLUDE ALL LABOR, MATERIAL, EQUIPMENT, AND TRANSPORTATION NECESSARY FOR THE COMPLETE AND PROPER EXECUTION OF THE WORK.
4. THE ADEQUACY AND SAFETY OF ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, ETC., IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, AND HAS NOT BEEN CONSIDERED BY THE ARCHITECT AND / OR STRUCTURAL ENGINEER.
5. ALL WORK SHALL CONFORM TO THE "APPLICABLE CODES" AS LISTED HEREON.
6. CONTRACTOR SHALL REMOVE FROM SITE AND DISPOSE OF IN A LEGAL MANNER ALL EXCESS DIRT / SOIL AND DEBRIS RESULTANT OF THE CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT.
7. CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FOR ALL WORK THAT OCCURS IN ANY PUBLIC RIGHT-OF-WAY AND / OR EASEMENT. FEES FOR REQUIRED PERMITS SHALL BE PAID FOR DIRECTLY BY CONTRACTOR AND SHALL BE REIMBURSED BY THE DISTRICT 1:1.
8. PROPERLY REMOVE ALL DEMOLISHED ITEMS AND MATERIALS FROM THE SITE AND DISPOSE OF ALL IN A LEGAL MANNER.
9. REPAIR OR REPLACE EXISTING WALKS, UTILITY LINES, LANDSCAPING, ETC. THAT ARE DAMAGED DURING CONSTRUCTION. PROTECT ALL EXISTING CONSTRUCTION DESIGNATED TO REMAIN.
10. CHANGES TO THE APPVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA OR A CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY THE DIVISION OF THE STATE ARCHITECT AS REQUIRED BY SECTION 4-338 PART 1, TITLE 24, CCR.
11. A DSA CERTIFIED CLASS 2 PROJECT INSPECTOR AND RBIP EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN THE SECTION 4-342 PART 1, TITLE 24, CCR.
12. D.S.A. APPROVED TESTING LABORATORY DIRECTLY EMPLOYED AND PAID FOR BY THE DISTRICT SHALL CONDUCT ALL REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.
13. CONTRACTOR SHALL NOTIFY DISTRICT AND ARCHITECT IN WRITING UPON COMPLETION OF SITE PREPARATION.
14. PATCH AND REPAIR ALL SURFACES AFFECTED BY CONTRACT WORK AND BY SELECTIVE DEMOLITION TO A "LIKE NEW" CONDITION OR TO MATCH EXISTING ADJACENT FINISHES.
15. FIRE SAFETY DURING CONSTRUCTION, ALTERATION OR DEMOLITION SHALL BE IN ACCORDANCE WITH 2019 CFC CHAPTER 7, 11 AND 33.
16. ALL CONTRACTORS ARE ADVISED THAT CERTAIN PORTIONS OF THE WORK MAY NOT BE EASY AND MAY EXCEED THE ASSUMED STANDARD OF THE INDUSTRY, INCLUDING MEANS AND METHOD, OPERATIONAL STAGING, SCHEDULING AND COORDINATION OF WORK, AS WELL AS TIME AND DURATION OF ACTIVITIES NECESSARY TO SATISFACTORILY COMPLETE THE PROJECT IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS AND OPERATIONAL SUPPORT NECESSARY TO COMPLETE THE PROJECT AS REQUIRED UNDER THIS CONTRACT.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING WATER NECESSARY FOR CONSTRUCTION. WATER CAN BE MADE AVAILABLE ON-SITE VIA EXISTING HYDRANT, AND SHALL BE PROPERLY METERED THROUGH LOCAL WATER AGENCY.
18. CONTRACTOR MAY ONLY STAGE AND PERFORM WORK IN AREAS SPECIFICALLY IDENTIFIED FOR THIS CONTRACT. ALL WORK REQUIRED TO BE PERFORMED OUTSIDE OF THE DESIGNATED AREAS SHALL REQUIRE MONITORING BY ASSIGNED DISTRICT STAFF OR SHALL BE PERFORMED DURING NON-SCHOOL HOURS. ALL REQUESTS FOR MONITORED WORK SHALL BE MADE IN WRITING 48 HOURS IN ADVANCE BY GENERAL CONTRACTOR AND SCHEDULING SHALL BE SUBJECT TO APPROVAL BY DISTRICT.
19. CONSTRUCTION AREA OVERLAPS ACTIVE SERVICE AREAS NECESSARY FOR THE NORMAL DAILY OPERATION OF THE SCHOOL. CONTRACTOR SHALL AT ALL TIMES MAINTAIN AND ALLOW ACCESS ON SITE FOR EMERGENCY VEHICLES, TRASH COLLECTION, LANDSCAPE, GENERAL SCHOOL MAINTENANCE AND FOOD SERVICE DELIVERY. CONTRACTOR SHALL COORDINATE CLOSELY WITH DISTRICT FOR ALL NECESSARY ACCESS.
20. CONTRACTOR SHALL PROVIDE AND MAINTAIN FOR THE DURATION OF THE CONTRACT OPAQUE VINYL SCREENS (TARP OR SIMILAR) PROPERLY SECURED TO ALL TEMPORARY CONSTRUCTION FENCING AND GATES AS WELL AS ALL EXISTING FENCING THAT DEFINES A PERIMETER OF ANY DESIGNATED CONSTRUCTION AREA. SCREENING SHALL BE MINIMUM 6'-0" HIGH AND SHALL BE BLACK, GREEN OR TAN IN COLOR.
21. DUE TO THE ON-GOING OPERATION OF THE ACTIVE SCHOOL SITE DURING CONSTRUCTION, AS WELL AS THE UNIQUE CONSTRAINTS OF THE CONSTRUCTION AREA, CONTRACTOR SHALL BE AWARE THAT THE VEHICULAR DRIVES, ACCESS LANES AND PARKING SHALL BE SHARED AND SHALL NOT SCHEDULE ANY DELIVERIES AS WELL AS SUSPEND CONSTRUCTION TRAFFIC ENTERING AND EXISTING PREMISES DURING THE PERIODS REQUIRED FOR STUDENT DROP-OFF AND PICK-UP. CONTRACTOR SHALL COORDINATE WITH DISTRICT FOR ALL TIME OFF OPERATION FOR THE SITE.
22. FOR THE DURATION OF THE CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRICT COMPLIANCE WITH LOCAL AGENCY HAVING JURISDICTION FOR ALL, FUGITIVE DUST AND SHALL BE RESPONSIBLE FOR ALL PENALTIES, FINES, ETC. IF THE PROJECT SHOULD BE CITED FOR VIOLATIONS.
23. DUE TO THE SITE CONSTRAINTS OF THE ACTIVE SCHOOL SITE, THE CONTRACTOR MAY BE REQUIRED TO STAGE IN VARIOUS AVAILABLE AREAS ON SITE AND MAY BE REQUIRED TO MOVE OR RELOCATE STAGING DURING THE COURSE OF CONSTRUCTION IN ORDER TO ACCOMMODATE CONSTRUCTION AND SCHEDULE. CONTRACTOR SHALL FACTOR IN ALL NECESSARY MEASURES TO ACCOMMODATE THE TIMELY COMPLETION OF THIS CONTRACT.
24. CONTRACTOR SHALL NOT INTERRUPT ANY UTILITY SERVICE TO ACTIVE SCHOOL SITE WITHOUT EXPRESSED PERMISSION AND PRIOR SCHEDULING WITH DISTRICT.
25. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CONTRACTOR SUBMITTALS OF DOCUMENTS TO THE DSA BOX.
26. CONTRACTOR MAY UTILIZE EXISTING ELECTRICAL SERVICE IN YARD FOR TEMPORARY POWER. ALL TEMPORARY POWER INSTALLATION SHALL ADHERE TO APPLICABLE CODES.
27. WHENEVER DSA FINDS ANY CONSTRUCTION WORK IS BEING PERFORMED IN A MANNER CONTRARY TO THE PROVISIONS OF CALIFORNIA BUILDING CODE AND THAT WOULD COMPROMISE THE STRUCTURAL INTEGRITY OF THE BUILDING, THE DEPARTMENT OF GENERAL SERVICES, STATE OF CALIFORNIA, IS AUTHORIZED TO ISSUE A STOP WORK ORDER PER SECTION 4-334.1 CALIFORNIA ADMINISTARTIVE CODE (PART 1, TITLE 24, CCR).
28. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
29. VERIFY REPORTS ARE REQUIRED BY THE GEOTECHNICAL ENGINEER.
30. TITLE 24, PART 1-5 AND 9 MUST BE KEPT ON SITE DURING CONSTRUCTION
31. ALL STRUCTURAL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING MATERIALS INSTALLATION TO COMPLY WITH APPLICABLE CODES, STANDARDS, AND MANUFACTURER'S RECOMMENDATIONS.
32. THE PROJECT INSPECTION (PI) SHALL WITNESS AND VERIFY GROUNDING.

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CONSTRUCTION CHANGE DOCUMENT (CCD), OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT BEFORE PROCEEDING WITH THE WORK. REFERENCE: SECTION 4-317 (C), CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24, CCR)

## SYMBOL LEGEND

DETAIL # / SHEET — DETAIL REFERENCE

N — NORTH ARROW

## SCOPE OF WORK

THE PROJECT SCOPE OF WORK CONSISTS OF THE FOLLOWING:

1) SWIMMING POOL AND DECK IMPROVEMENTS
2) ONE NEW SHADE AWNING.
4) CONVERTING EXISTING POOL EQUIPMENT STORAGE ROOM INTO TEAM CHANGING ROOM
5) RENOVATING EXISTING TOILET ROOMS

## ABBREVIATIONS

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ABV | above | DL | dead load | LL | live load | FHWS | flathead wood screw | PNL | panel | STD | standard |
| ACC | access | DEMO | demolish (demolition) | LVR | louver | FLR | floor(ing) | PVMT | pavement | STA | station |
| ADJ | adjacent | | | | | FOO | floor cleanout | PLAS | plaster | STL | steel |
| AFD | automatic fire damper | FUT | future | MB | machine bolt | FD | floor drain | PLAM | plastic laminate | STO | storage |
| AGG | aggregate | GA | gauge | MH | manhole | FL | flow line | PL | plate | SD | storm drain |
| A/C | air conditioning | GALV | galvanized | MFR | manufature(er) | FLUOR | fluorescent | PLYWD | plywood | STRUCT | structural |
| ALT | alternate | GC | general contractor | MO | masonry opening | FTG | footing | PT | point | SUSP | suspended |
| ALUM | aluminum | GI | galvanized iron | DET(DTL) | detail | FND | foundation | PVC | polyvinyl chloride | | |
| AB | anchor bolt | GV | gate valve | DIAG | diagonal | FR | fram(ed), (ing) | PSF | pounds per square foot | TKBD | tackboard |
| AC | asphaltic concrete | GL | glass, glazing | DIA | diameter | FBO | furnished by others | PSI | pounds per square inch | TEL | telephone |
| AUTO | automatic | GLB | glue lam beam | DIM | dimension | | | PL | property line | TV | television |
| BEL | below | GYPBD | gypsum board | DS | downspout | | | | | THK | thickness |
| BET | between | HDWE | hardware | DWG | drawing | MTL | material | R | radius | T&G | tongue & groove |
| BG | below grade | HDWD | hardwood | DF | drinking fountain | MAX | maximum | REFL | reflect(ed), (ive), (or) | TOW | top of wall |
| BLKG | blocking | HDR | header | E | east | MECH | mechanical | | | TYP | typical |
| BD | board | HVAC | heating/ ventilating/ air conditioning | ELEC | electric(al) | MED | medium | REG | register | UR | urinal |
| BOT | bottom | | | EWC | electric water cooler | MET | metal | RCP | reinforced conc. pipe | VERT | vertical |
| BLDG | building | HGT | height | EL | elevation | MIN | minimum | RA | return air | VCT | vinyl comp tile |
| CAB | cabinet | HC | hollow core | EQ | equal | MISC | miscellaneous | REV | revision, revised | WSCT | wainscot |
| CATV | cable television | | | EXH | exhaust | MOD | modular | RH | right hand | WC | water closet |
| CB | catch basin | HM | hollow metal | EXIST(E) | existing | MULL | mullion | RD | roof drain | WP | water proofing |
| CLG | ceiling | HP | horsepower | EB | expansion bolt | NAT | natural | RM | room | WR | water repellent |
| CHBD | chalkboard | HORIZ | horizontal | EXP | exposed | NR | noise reduction | RO | rough opening | WWF | welded wire fabric |
| CLR | clear | HB | hose bibb | EXT | exterior | NRC | noise reduction coefficient | QT | quarry tile | W | west |
| COL | column | INCL | include(d), (ing) | | | | | | | WH | water heater |
| COMP | composition (composite) | ID | inside diameter | FOC | face of concrete | NOM | nominal | SCHED | schedule | WIND | window |
| CONC | concrete | INSUL | insulat(e), (ion) | FOM | face of masonry | N | north | SIM | similar | WG | wire glass |
| CMU | concrete masonry unit | INT | interior | FOS | face of stud | (N) | new | SC | solid core | W/ | with |
| CONN | connection | JT | joint | FF | factory finish | NIC | not in contract | S | south | W/O | without |
| CONST | construction | KO | knockout | FIN | finish(ed) | NTS | not to scale | SPK | speaker | WI | wrought iron |
| CONT | continuous (continue) | LAB | laboratory | FFE | finished floor elevation | OC | on center | SPEC | specification | WIC | Woodwork Institute of CA |
| CONTR | contractor | LB | lag bolt | FA | fire alarm | OPG | opening | SQ | square | | |
| CUST | custodian | LAM | laminate | FE | fire extinguisher | OPP | opposite | S/S | stainless steel | | |
| CF | curb face | LAV | lavatory | FEC | fire extinguisher cabinet | OD | outside diameter | | | | |
| CT | ceramic tile | LH | left hand | | | OVHD | overhead | | | | |
| | | L | length | FHMS | flathead machine screw | | | | | | |
| | | LGT | light | | | | | | | | |
| | | LTL | lintel | | | | | | | | |

## ACCEPTANCE TESTING

THE CALIFORNIA ENERGY CODE SECTION 10-103 REQUIRS ACCEPTANCE TSTING ON ALL NEWLY INSTALLD LIGHTING CONTROLS, MECHANICAL SYSTEMS, ENVELOPES, AND PROCESS EQUIPMENTS AFTER INSTALLATION AND BEFORE PROJECT COMPLETION. AN ACCEPTANCE TEST IS A FUNCTIONAL PERFORMANCE TST TO HELP ENSURE THAT NEWLY INSTALLED EQUIPMNT IS OPERATING AND IN COMPLIANCE WITH THE ENERGY CODE.

LIGHTING CONTROLS ACCEPTANCE TESTS MUST BE PERFORMED BY A CRTIFIED LIGHTING CONTROLS ACCEPTANCE TEST TECHNICIAN (ATT).

MECHANICAL SYSTEM ACCEPTANCE TESTS MUST BE PERFORMED BY A CERTIFID MECHANICAL ATT FOR PROJECTS SUBMITTED ON OR AFTER OCTOBER 1, 2021.

ENVELOPE AND PROCESS EQUIPMENT ACCEPTANCE TESTS SHALL BE PERFORMED BY THE INSTALLING CONTRACTOR, ENGINEER/ARCHITECT OF RECORD OR THE OWNER'S AGENT.

A LISTING OF CERTIFICATE ATT CAN BE FOUND AT:
HTTPS://WWW.NERGY.CA.GOV/PROGRAMS-AND TOPICS/PROGRAMS/ACCEPTANCE-TEST-TECHNICIAN-CERTIFICATION-PROVIDER-PROGRAM/ACCEPTANCE.

THE ACCEPTANCE TESTING PROCEDURES MUST BE REPEATED, AND DEFICIENCIES MUST BE CORRECTED BY THE BUILDER OR INSTALLING CONTRACTOR UNTIL THE CONSTRUCTION/INSTALLATION OF THE SPECIFIED SYSTEMS CONFORM AND PASS THE REQUIRED ACCEPTANCE CRITERIA.

## SHEET INDEX

(37 TOTAL SHEETS)


GENERAL (1 SHEETS)
T0.01 TITLE SHEET

ARCHITECTURAL (11 SHEETS)
A1.00 FIRE ACCESS SITE PLAN
A1.01 OVERALL SITE PLAN, ACCESSIBLE P.O.T., EGRESS ROUTE
A1.02 ENLARGED DEMOLITION SITE PLAN
A1.03 ENLARGED RECONSTRUCTION SITE PLAN
A1.04 SITE DETAILS
A2.01 ENLARGED BLEACHERS AND PARTIAL ENLARGED PARKING
A4.01 SECTIONS
A5.01 ENLARGED PLAN, INTERIOR ELEVATIONS & RESTROOM DETAILS
A7.01 INTERIOR & DOOR FINISH SCHEDULE & DOOR DETAIL
A8.01 SIGNAGE DETAILS
A9.01 PHOTOS (FOR REFERENCE )

STRUCTURAL (2 SHEETS)
S1.1 GENERAL NOTES
S2.1 CANOPY FRAMING PLAN & DETAILS

ELECTRICAL (7 SHEETS)
E0.01 GENERAL NOTES, SPECIFICATION SYMBOLS, ABBREVIATIONS
E1.00 SINGLE LINE DIAGRAM PANEL SCHEDULE AND VOLTAGE DROP CALCULATIONS
E2.00 ELECTRICAL PLAN
E2.10 SIGNAL SYSTEM CONDUIT PLAN
E3.00 TITLE 24 - POWER DISTRIBUTION NRCC-ELC-E
E4.00 FIRE ALARM NOTES AND PLAN
E4.01 FIRE ALARM DETAILS

AQUATIC DESIGN GROUP (16 SHEETS)
DP.1 SWIMMING POOL DEMOLITION PLAN
DP.2 SWIMMING POOL DECK PLAN
DP.3 SWIMMING POOL GUTTER REPAIR PLAN
DP.4 SWIMMING POOL TIMING SYSTEM PLAN
SP.1 SWIMMING POOL LAYOUT PLAN
SP.2 SWIMMING POOL SECTIONS
SP.3 DETAILS
SP.4 DETAILS
SP.5 DETAILS
SP.6 DETAILS
MR.1 MECHANICAL ROOM PLAN
MR.2 DETAILS
MR.3 DETAILS
MR.4 DETAILS
MR.5 DETAILS
MR.6 DETAILS


THIS APPLICATION #03-122682 SHALL NOT BE CERTIFIED UNTIL APPLICATION #03-105549 IS CLOSED AND CERTIFIED.

## FEMA FLOOD ZONE

MAP NUMBER: 06037C1329F
EFFECTIVE DATE: 9/28/2008
FLOOD ZONE DESIGNATION: X

## APPLICABLE CODES

| | |
|---|---|
| Part 1 | 2022 California Building Standards Administrative Code, Title 24 C.C.R. |
| Part 2 | 2019 California Building Code, Title 24 C.C.R. (2018 International Building Code of the International Code Council, with California Amendments) |
| Part 3 | 2019 California Electrical Code, Title 24 C.C.R. (2016 National Electrical Code of the National Fire Protection Association, NFPA) |
| Part 4 | 2019 California Mechanical Code, Title 24 C.C.R. (2018 Uniform Mechanical Code of the International Association of Plumbing and |
| Part 5 | 2019 California Plumbing Code, Title 24 C.C.R. (2018 Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, IAPMO) |
| Part 6 | 2019 California Energy Code, Title 24 C.C.R. |
| Part 8 | 2019 California Historical Building Code, Title 24 C.C.R. |
| Part 9 | 2019 California Fire Code, Title 24 C.C.R. (2018 International Fire Code of the International Code Council) |
| Part 10 | 2019 California Existing Building Code, Title 24 C.C.R. (2018 International Existing Building Code of the International Code Council, with amendments) |
| Part 11 | 2019 California Green Building Standards Code (CALGreen Code), Title 24 C.C.R. |
| Part 12 | 2019 California Referenced Standards Code, Title 24 C.C.R. |

PARTIAL LIST OF APPLICABLE STANDARDS :

2019 California Building Code (for SFM) Referenced Standards Chapter 35

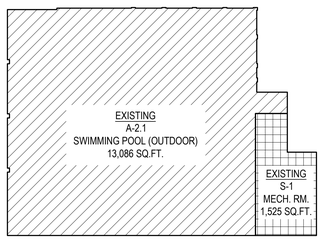
| | | |
|---|---|---|
| NFPA 13 | Standard for Installation of Sprinkler System (California Amended) | 2016 Edition |
| NFPA 14 | Standard for the Installation of Standpipe and Hose Systems (California Amended) | 2016 Edition |
| NFPA 17 | Standard Dry Chemical Extinguishing Systems | 2017 Edition |
| NFPA 17A | Standard for Wet Chemical Extinguishing Systems | 2017 Edition |
| NFPA 20 | Standard for the Installation of Stationary Pumps for Fire Protection | 2016 Edition |
| NFPA 22 | Standard for Water Tanks for Private Fire Protection | 2013 Edition |
| NFPA 24 | Standard for the Installation of Private Fire Service Mains and Their Appurtenances (CA Amended) | 2016 Edition |
| NFPA 72 | National Fire Alarm and Signaling Code (California Amended) | 2016 Edition |
| NFPA 80 | Standard for Fire Doors and Other Opening Protectives | 2016 Edition |
| NFPA 2001 | Standard on Clean Agent Fire Extinguishing Systems (California Amended) | 2015 Edition |
| UL 300 | Standard for Fire Testing of Fire Extinguishing Systems for Protection of Commercial Cooking Equipment | 2005 (R2010) |
| UL 464 | Audible Signaling Devices for Fire Alarm and Signaling Systems, Including Accessories | 2003 Edition |
| UL 521 | Standard for Heat Detectors for Fire Protective Signaling Systems | 1999 Edition |
| UL 1971 | Standard for Signaling Devices for the Hearing Impaired | 2002 (R2012) |
| ICC 300 | Standard for Bleachers, Folding and Telescopic Seating, and Grandstands | 2017 Edition |

For a complete list of applicable NFPA standards refer to 2019 CBC (SFM) Chapter 35 and California for Code (CFC) chapter 80.

See California Building Code, Chapter 35, for State of California amendments to the NFPA standards.

All parts of the 2019 CBC became effective January 1, 2020, except the effective date for the use of the 2019 Building Energy Efficiency Standards (Title 24, Part 1, Chapter 10) is January 8, 2019 and the effective date for the use of the California Administrative Code (Title 24, Part 1, Chapter 4) is January 8, 2019.

## BUILDING CODE ANALYSIS




1. OCCUPANCY CLASSIFICATION: EXISTING A-2.1 & S-1
2. CONSTRUCTION TYPE: II ONE HOUR SPRINKLERED THROUGHOUT
3. TOTAL AREA OF EACH FLOOR (TABLE 506.2-BASIC ALLOWABLE AREA)
   A. BUILDING AREA: EXISTING 13,086 SQUARE FEET (EXTERIOR SWIMMING POOL)
      EXISTING 1,525 SQUARE FEET (POOL MECHANICAL)
   B. AUTOMATIC FIRE SPRINKLERS: S1

## OCCUPANT LOAD ANALYSIS FOR RM #007 TEAM CHANGING RM & RM #008 ELECTRICAL

EXISTING DOOR WIDTH = 72"
RM #007 AREA = 413.3 S.F. ; OCCUPANT LOAD FACTOR = 50G

413.3/50 = 8.266; 9 O.L. (RM #007) + 1 O.L (RM #008) = 10 O.L.

EGRESS PER OCCUPANT LOAD REQUIRED = .2

10 x .2 = 2" < 72" OK

## STATEMENT OF GENERAL CONFORMANCE

FOR ARCHITECTS/ENGINEERS WHO UTILIZE PLANS,

INCLUDING BUT NOT LIMITED TO SHOP DRAWINGS, PREPARED BY OTHER LICENSED DESIGN PROFESSIONALS AND/OR CONSULTANTS

( Application No. 03-122682 File No. 19-H4 )

THESE DRAWINGS MARKED WITH ////// AND SPECIFICATIONS, OR THE ATTACHED LIST OF ITEMS HAVE BEEN PREPARED BY DESIGN PROFESSIONALS OR CONSULTANTS WHO ARE LICENSED AND/OR AUTHORIZED TO PREPARE SUCH DRAWINGS IN THIS STATE IT HAS BEEN EXAMINED BY ME FOR:

1) DESIGN INTENT AND APPEARS TO MEET THE APPROPRIATE REQUIREMENTS OF TITLE 24, CALIFORNIA CODE OR REGULATIONS AND THE PROJECT SPECIFICATIONS PREPARED BY ME, AND

2) COORDINATION WITH MY PLANS AND SPECIFICATIONS AND IS ACCEPTABLE FOR INCORPORATION INTO THIS CONSTRUCTION OF THIS PROJECT.

THE STATEMENT OF GENERAL CONFORMANCE "SHALL NOT BE CONSTRUED AS RELIEVING ME OF MY RIGHTS, DUTIES, AND RESPONSIBILITIES UNDER SECTIONS 17302 AND 81138 OF THE EDUCATION CODE AND SECTIONS 4-336, 4-341 AND 4-344" OF TITLE 24, PART 1. (TITLE 24, PART 1, SECTION 4-317(b))

I CERTIFY THAT THIS DRAWINGS MARKED ////// ON SHEET INDEX:

☒ IS IN GENERAL CONFORMANCE WITH THE PROJECT DESIGN INTENT, AND

☒ HAS BEEN COORDINATED WITH THE PROJECT PLANS AND SPECIFICATIONS.

SIGNATURE — 11/18/2022 DATE

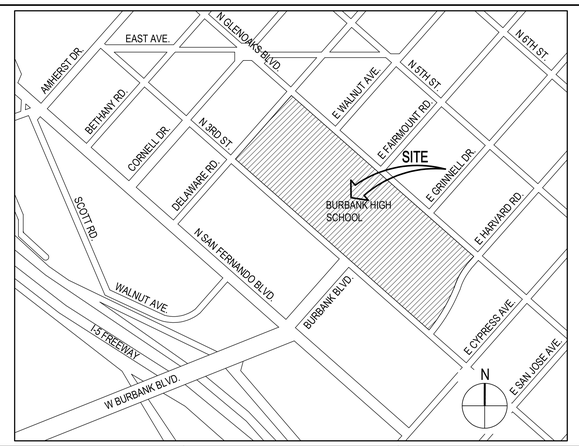
ARCHITECT OR ENGINEER DESIGNATED TO BE IN GENERAL RESPONSIBLE CHARGE

SCOTT F. GAUDINEER
PRINT NAME

C-14211
LICENSE NUMBER

08/31/2025
EXPIRATION DATE

## VICINITY MAP





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Email: dana.peinc@earthlink.net

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AGENCY

PTN. 64337-110 APPL. 03-122682


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An Employee Owned Corporation


ARCHITECT

LICENSED ARCHITECT — SCOTT F. GAUDINEER — C-14211 — STATE OF CALIFORNIA

CONSULTANT

Drawn by

Checked by

Revisions

| No. | Date | Description |
|---|---|---|
| 1 | 06/06/2025 | CCD-08B |


All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.


BURBANK UNIFIED SCHOOL DISTRICT
BURBANK HIGH SCHOOL AQUATIC CENTER MODERNIZATION
902 NORTH 3RD STREET
BURBANK, CA 91502

TITLE SHEET

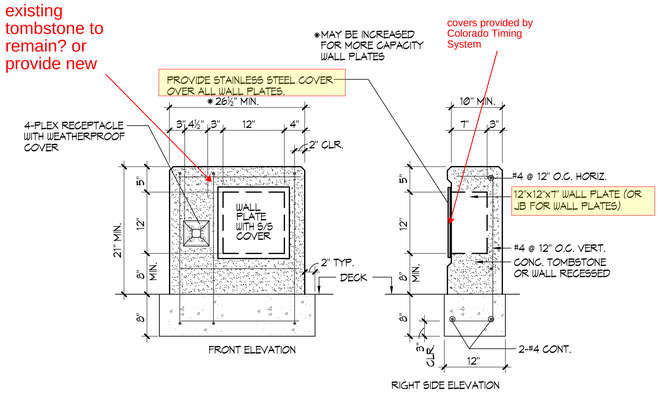
Job No. 2986.0000

Date 05-19-2025

T0.01

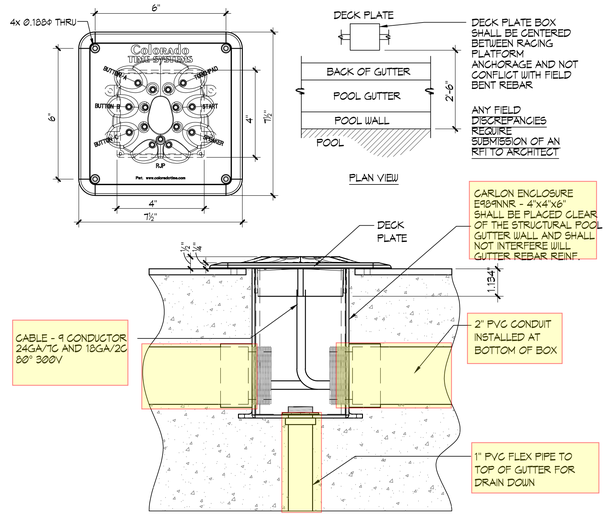
existing tombstone to remain? or provide new

covers provided by Colorado Timing System




NOTE:
PROVIDE ¾" CHAMFER ON ALL CONCRETE CORNERS.

## A TIMING SYSTEM WALL PLATE CONCRETE SURROUND DETAIL




## B TITANIUM DECK PLATE DETAIL (UNDER RACING PLATFORM) QTY 19




## LEGEND

| | | | |
|---|---|---|---|
| JB | = | JUNCTION BOX | (A) DP.4 |
| WP | = | WALL PLATE | (B) DP.4 |
| RP | = | RACING PLATFORM | |
| SB | = | (E) SCOREBOARD | |

## KEY NOTES

| | DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| (1) | WALL PLATE TIMER NODE | 3 | COUNT |
| [D] | TIMING DECK NODE (4"X4"X6" PVC BOX) | ~~10~~ 14 | COUNT |
| [2] | START DECK NODE (4"X4"X6" PVC BOX) | ~~1~~ 3 | COUNT |
| [5] | SCOREBOARD DECK NODE (4"X4"X6" PVC BOX) | 2 | COUNT |

FIGURING QTY noted in drawing below

## TIMING SYSTEM NOTES/EQUIPMENT

NOTE: THE CONTRACTOR SHALL SUPPLY AND INSTALL DECK PLATE BOXES, WALL PLATE BOXES, WALL PLATE JUNCTION BOXES, AND ALL CONDUIT WITH PULL STRINGS FOR THE 'COLORADO' TIME SYSTEM OR EQUAL. ALL EQUIPMENT SHALL BE OWNER FURNISHED AND OWNER INSTALLED.

TIMING SYSTEM

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| (A) 1 | GEN7-TMR | INTUITIVE SOFTWARE INTERFACE WITH MODERN WINDOWS USER INTERFACE AND TOUCHSCREEN FRIENDLY. FLEXIBLE USER INTERFACE OPTIONS WITH ETHERNET CONNECTIVITY TO THE TIMER. ADVANCED DIAGNOSTICS, INTELLIGENT BUS SYSTEM, ROBUST SAFEGUARDS. TIMER WILL CONTINUE TO RUN AND FINISH RACE WITHOUT USER INTERFACE. WET-PLUGGABLE TITANIUM CONNECTIONS. INTEGRATED 2.4 GHZ WIRELESS TO SCOREBOARDS, FACILITY NETWORK CONNECTIVITY. |
| 1 | R-600-302 | GEN7 LAPTOP |

START SYSTEM

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| (B) 1 | SS | CHAMPION SERIES START SYSTEM WITH WIRED MICROPHONE, VOLUME CONTROL ON EACH MICROPHONE INPUT, EXTERNAL CONNECTIONS FOR ADDITIONAL STROBE LIGHTS, LED BATTERY INDICATION LIGHT, AC/DC POWER CAPABILITIES AND AN EXTERNAL 360° STROBE. TRIPOD OR TABLE TOP OPTIONS. |
| 1 | START-FPM-2 | FLAG POLE MOUNTING KIT FOR STARTER |
| 9 | SP-6/45 | 6 WATT INDIVIDUAL BLOCK SPEAKER |

TOUCHPADS

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| (C) 9 | TP-18G | AQUAGRIP GUTTERHUNG TOUCHPADS (18" x 22") US PATENT 5,702,749 |
| 1 | CAD-TP | TOUCHPAD CADDY FOR GUTTERHUNG TOUCHPADS. HOLDS UP TO TEN TOUCHPADS. SOME ASSEMBLY REQUIRED. |
| 9 | 4000-0040 | SPECIAL SIZE TOUCHPAD BRACKETS |

GEN7 TOUCHPAD SYSTEM

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| 1 | TP-GEN7-8 | EIGHT-LANE TOUCHPAD SYSTEM FOR THE GEN 7 TIMING SYSTEM (SERIAL) INCLUDES A TEN-LANE CABLE HARNESS, ONE PUSHBUTTON PER LANE+ ONE SPARE, VACUUM PUMP AND TOUCHPAD METER. |

GEN7 CABLE

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| 1 | R-015-101-8 | SCOREBOARD CABLE, 8 METER |
| 2 | R-015-108-8 | STARTER CABLE, 8 METER |
| 1 | R-015-115-15 | TIMER CABLE, 15 METER |

GEN7 IN DECK

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| [D] 14 | TDPI-D | TITANIUM DOMED DECK PLATE-INTELLIGENT<br>TITANIUM DECK PLATES REQUIRE A 4" SQUARE OR 4.125" DIAMETER CIRCULAR OPENING AT A MINIMUM. WRITTEN VERIFICATION AND SIGN OFF REQUIRED FROM CUSTOMER.<br>NOTE: INCLUDES 5 YEAR WARRANTY. CTS IS THE ONLY MANUFACTURER OF TITANIUM DECK PLATE. |
| [2] 3 | TDPI-S2 | START DECK NODE |
| [5] 2 | TDPI-SC5 | SCOREBOARD DECK NODE |
| (1) 3 | R-1004-0549 | GEN7 WALL PLATE (15X15) |
| 1 | TDPI-K1 | KIT-SCOREBOARD BUS HEAD & TAIL NODE INSTALLATION |
| 1 | TDPI-K1 | KIT-TIMING BUS HEAD & TAIL NODE INSTALLATION |
| 1 | WPI-F4 | WP-YD5 FIBER & LEGACY CONNECT |

CONTROLLER

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| 1 | WTTC-2 | WIRELESS TABLE TOP CONTROLLER |
| 1 | CASE-WTTC | CASE FOR THE WIRELESS TABLE TOP CONTROLLER |
| 1 | WHC-1 | WIRELESS HANDHELD CONTROLLER |

ADAPTER

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| 1 | WA-3 | WIRELESS ADAPTER, 2.4 GHz |

RELAY JUDGING PLATFORM

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| 8 | RJPL-24x32 | GTS RELAY JUDGING PLATFORM 24"X32" W/ BUILT-IN LED LIGHT FOR START |
| 1 | CAD-RJPL-2 | CADDY- 24" WIDTH RELAY JUDGING PLATFORMS (HOLDS 10) |

GEN7 CABLE

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| 1000' | R-015-137 | TIMING BUS CABLE- 7 CONDUCTOR |
| 1000' | R-015-126 | SCOREBOARD BUS CABLE- 4 CONDUCTOR |

PACE CLOCKS

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| 1 | PC-PRO-R | PACE CLOCK -PRO/WATER POLO CLOCK |
| 2 | DC-1500 | SPECIFICATIONS:<br>• 4 DIGIT PACE CLOCK<br>• 10" RED DIGITS - VIEWABLE UP TO 400 FEET<br>• HIGH INTENSITY LED - INDOOR/OUTDOOR<br>• "SPLASH-PROOF" PROTECTIVE LENS<br>• INTERNAL RECHARGEABLE BATTERY<br>• INTERNAL HORN<br>• FEET AND HANDLE<br>FUNCTIONS:<br>• SIMPLE PACE CLOCK<br>• CUMULATIVE SPLIT DISPLAY<br>• LAP SPLIT DISPLAY<br>• LAP COUNTER<br>• LAP SPLIT DISPLAY WITH TURN SPEED<br>• RELAY EXCHANGES DISPLAY<br>• START REACTION DISPLAY<br>• HAND TURN SPEED<br>• BREAK OUT SPEED DISPLAY<br>• BREAK OUT SPEED DISPLAY WITH START REACTION<br>• TIME DISPLAY FOR REPETITIVE SETS<br>• SINGLE LANE TIMER<br>• MID-RACE TIMING DISPLAY<br>• WATERPOLO SHOT CLOCK<br>• WATERPOLO GAME CLOCK |

SCOREBOARD

| QTY | MODEL | DESCRIPTION |
|---|---|---|
| (4) 1 | SCOREBOARD (DP.1) | NEW TEN-LINE OUTDOOR LED SCOREBOARD WITH (2) WA-3 WIRELESS ADAPTERS:<br>EACH MODULE INCLUDES: EIGHT, 10-INCH LED DIGITS. (CHOICE OF RED OR AMBER DIGITS) BEAM MOUNTING HARDWARE<br>SCOREBOARD FUNCTIONS: DISPLAY LANE, PLACE, AND TIME FOR LANES 1-8 ONE 6 DIGIT LINE TO DISPLAY HOME/GUEST SCORES, ONE 6 DIGIT LINE TO DISPLAY EVENT/HEAT. PROVIDE TWO NON-ILLUMINATED SPONSOR PANELS WITH ARTWORK CHOSEN BY ARCHITECT AND CLIENT. |

(5) FOUR (4) DEDICATED 20 AMP CIRCUITS AT EXISTING SCOREBOARD SUPPORT STRUCTURE

(6) MASTER ON/OFF SCOREBOARD SWITCH WITH PILOT LIGHT, W/ LOCKABLE ENCLOSURE.

(7) SCOREBOARD DATA CONNECTION BOX CONNECT TO TIMING/WALL BOX LOCATION W/ 1½" PVC CONDUIT.

NORTH

## 1 SWIMMING POOL TIMING SYSTEM PLAN 1/8" = 1'-0"

AGENCY

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Drawn by NMV
Checked by GSF

Revisions

| No. | Date | Description |
|---|---|---|
| 6 | 06/06/2025 | CCD-08B |

All dimensions must be checked at the job by the contractor who accepts full responsibility for their accuracy under the contract. These plans & the specifications in connection therewith have been prepared for a specific site. Any and all responsibility for their use in whole or in part on any other site is hereby disclaimed by Flewelling & Moody.

BURBANK UNIFIED SCHOOL DISTRICT

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SWIMMING POOL TIMING SYSTEM PLAN

Job No. 2986.0000

Date 11-18-2022

DP.4