BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, May 16, 2019

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

Burbank City Hall
275 E. Olive Avenue
Burbank, California

AGENDA

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

1. CALL TO ORDER

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Comments and Responses

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

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

Any individual with a disability who requires reasonable accommodation to participate in a Board meeting may request assistance by contacting the Superintendent's Office at (818) 729-4422.

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

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

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

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of Skills USA California Conference Winners
Sharon Cuseo, Assistant Superintendent, Instructional Services, will facilitate the recognition and introduce teachers John Benne and Lailah Ismail-Gallegos who will recognize and introduce the Skills USA California Conference winners.

8.b Recognition of the 2018-2019 Student Board Member
Roberta Reynolds, President, Board of Education, will facilitate the recognition of the 2018-2019 Student Board Member Ethion Flores, representing Monterey High School.

8.c Recognition of the Coins for Campers Program
Tom Kissinger, Assistant Superintendent, Educational Services, will facilitate the recognition and introduce Janet Diel, President, Burbank Coordinating Council, who will recognize the winning schools for the Coins for Campers program.

8.d Recognition of Ed100 Online Education Program Graduates

Roberta Reynolds, President, Board of Education, will facilitate the recognition of the graduates of the Ed100 online education program.

9. REPORTS FROM THE BOARD

9.a Student Representative
Ethion Flores, Student Board Member, will report on activities at Monterey High School.

10. REQUESTS TO ADDRESS THE BOARD

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

10.b Staff Responses

10.c Board Members' Comments and Responses

11. REPORTS TO THE BOARD

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

11.b Report on School-Connected Organizations
Tom Kissinger, Assistant Superintendent, Educational Services, and David Jaynes, Assistant Superintendent, will provide a report on Burbank Unified School District's School-Connected Organizations, as presented.

School Connected Organizations.pdf

11.c First Reading of Middle School Social Science Textbook
John Paramo, Director, Secondary Education, will facilitate the first reading of the proposed Social Science textbook, as presented.

First_Reading_Soc_Sci_Textbooks.pdf

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

Policy Updates_March19_1st Read_051619.pdf

11.e Report on Facilities and Technology Projects
David Jaynes, Assistant Superintendent, Administrative Services, will report on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

5-16-19 Facilities and Technology PP 051619.pdf.pdf

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 32 Proclaiming the Week of May 19, 2019 through May 25, 2019 as Classified Employee Week
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education adopt Resolution 32 proclaiming the week of May 19, 2019 through May 25, 2019 as Classified Employee Week, as presented.

Resolution 32- CSEAWeek.pdf

12.b Adoption of Resolution 33 in Support of Pride Month, June, 2019
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education adopt Resolution 33 in Support of Pride Month, June, 2019, as presented.

Resolution 33 LGBTQ.pdf

12.c Adoption of Resolution 34 Calling for Support of SB 217 (Portantino), SB 729 (Portantino/Roth/Beall), SCA 5 (Hill/Allen), AB 39 (Muratsuchi), and AB 428 (Medina) to Increase Funding for California's Public Schools
Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 34 calling for support of SB 217 (Portantino), SB 729 (Portantino/Roth/Beall), SCA 5 (Hill/Allen), AB 39 (Muratsuchi), and AB 428 (Medina) to increase funding for California's public schools and directing the Superintendent to send letters of support urging the State Legislature to pass, and the Governor to sign, this critical legislation, as presented.

Adoption of Resolution 34 In Support of School Funding Bills_051619.pdf

12.d Adoption of Resolution 35 for Fundraising Restrictions 2019-2020
Tom Kissinger, Assistant Superintendent, Educational Services, recommends that the Board of Education approve Resolution 35 for Fundraising Restrictions 2019-2020, as presented.

Fundraising Restrictions Resolution.pdf

12.e Approval of Amended Class Schedule at Luther Burbank Middle School

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the amended class schedule for Luther Burbank Middle School, effective August 12, 2019, as presented.

Approval_of_Schedule_Change_at_lbms 2.pdf

12.f Appointment of Members/Alternate Members to the School Facilities Oversight Committee (SFOC) and Reappointment of Three Members

Matt Hill, Superintendent, recommends that the Board of Education appoint at least one (1) member to the School Facilities Oversight Committee, effective June 1, 2019, to assume a term expiring May 31, 2021, appoint up to ten (10) alternate members, and reappoint current SFOC members Brian Smith, Janet Diel, and Elena Hubbell to two-year terms effective June 1, 2019 through May 31, 2021, as presented.

SFOC Appointments_Reappointments_051619.pdf

12.g Approval of Financial Oversight Committee

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Superintendent or his designee to proceed with the process to solicit candidates and present them to the Board for appointment and formation of a Financial Oversight Committee to meet quarterly (or as needed) to discuss the District's Budget, as presented.

Financial Oversight Committee Approval.pdf

12.h Acceptance of Updated Actuarial Report as of July 1, 2018 – Governmental Accounting Standards Board (GASB) 43/45 Other Post-Employment Benefits (OPEB) and Direction on the Trust Contributions

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the updated actuarial report, as presented.

Actuary Study 2018.pdf

12.i Second Reading and Approval of the BUSD Cybersecurity Guide

David Jaynes, Assistant Superintendent, Administrative Services, will facilitate the Board's second reading and approval of the BUSD Cybersecurity Guide, as presented.

Second Reading_BUSD_Cybersecurity Guide_051619.pdf

12.j Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

Sharon Cuseo, Assistant Superintendent, Instructional Services, will facilitate the second reading and recommends that the Board of Education approve the Proposed Revision of Selected Board Policies and Administrative Regulations, as presented.

Second Reading and Approval of Proposed Revision of Selected BPs and ARs with Policies.pdf

12.k Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and

Management positions, effective May 17, 2019, as presented.

Tier 2 Vacancies.pdf

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

Gift Report_051619.pdf

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

13.a Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of May 2, 2019, as presented.

Minutes.05.02.19.pdf

13.b Approval of Personnel Report Number 18-19-18
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 18-19-18, covering Certificated and Classified personnel, and consisting of Pages 1 to 18 inclusive, as presented.

Personnel Report.pdf

13.c 2018-2019 Purchase Order Report
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2018-2019 as listed through April 22, 2019, as presented.

2018-2019 Purchase Order Report.pdf

13.d Approval of Warrants
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $1,142,362.62 and commercial warrants in the total amount of $1,834,800.10, as presented.

Warrants.pdf

13.e Approval of Instructional Consultant Services
Tom Kissinger, Assistant Superintendent, Educational 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

Consultants 5.16.19.pdf

13.f Approval of Participating Partnership Agreement with City of Burbank for Animal Care Course

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and the City of Burbank, effective August 21, 2019 through August 20, 2020, and that the authority to sign the agreement be exercised pursuant to BUSD–AR 3314, as presented.

Approval Animal Care Partnership Agmt with Agmt.pdf

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

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Dr. Betty B. Bostani, to provide a Comprehensive Psycho-Educational Evaluation and attend an IEP meeting for Special Education Student 960013446, not to exceed $5,250 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 9600134463_Bostani_IEE.pdf

13.h Approval of Agreement for Professional Services (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Dr. Carlos A. Flores, to provide an Independent Psycho-Educational Evaluation and attend an IEP meeting for General Education Student 960025403, not to exceed $5,000 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960025403_Flores_IEE.pdf

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

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Karen L. Epport, Ph.D., to provide a Psycho-Educational Independent Evaluation (IEE) and attend an IEP meeting for Special Education Student 960023996, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through December 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960023996_Epport_IEE.pdf

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

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an Independent Speech and Language Evaluation (IEE) agreement between the Burbank Unified School District and N. Alissa McFall, MS, CCC-SLP, CEO, to provide an Independent Speech and Language Evaluation (IEE) and attend an IEP meeting for Special Education Student 160003888, not to exceed $3,200 (01.0-65000.0-57700-11901-5850-7440000), effective March 8, 2019 through June 30, 2019,

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

Note: The original Board approval date was March 7, 2019, not to exceed $3,000. This amendment adds $200 to the original contract for interpreting services.

SPED Student 160003888_McFall_Speech and Language IEE_AMENDED.pdf

13.k Approval of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve the Agreement between Burbank Unified School District (BUSD) and San Joaquin County Office of Education (SJCOE), to provide professional services, effective July 1, 2019 through June 30, 2022, not to exceed $8,959.50 (01. 0-65000.0-50010-27000-5632-744-1000), and that authority to sign the agreement be exercised pursuant to BUSD- AR 3314, as presented.

SPED Contract with SJCOE_SEIS.pdf

13.l Approval of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation, to provide clinical psychology services for selective mutism for Special Education Student 960025268, not to exceed $4,000 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through December 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960025268_Jessica Richards_Pysch Services.pdf

13.m Ratification of Reimbursement for Parent (Special Education)
Tamara Schiern, Director of Special Education and Psychological Services, recommends that the Board of Education ratify the reimbursement for the Transitional Independent Educational Evaluation to the parent(s) of Special Education Student 960013446, not to exceed $3,000 (01.0-65000.0-50010-36000-5813-7440000), effective April 10, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960013446_Parent Reimbursement.pdf

13.n Approval of Agreements for Professional Services (Child Development)
Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Child Care Careers (CCC) LLC. , dba The Education Team and Direct Ed. Educational Services, to provide substitute teachers and instructional assistants at the District's Child Care programs, not to exceed $100,000 (12.0-XXXXX.X-11100-10000-XX60-XXX0000), effective July 1, 2019 through June 30, 2020, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Child Care Centers Board Report.pdf

13.o Approval of 2019-2020 Budget Calendar
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the budget calendar for the 2019-2020 fiscal year, as presented.

Budget Calendar 2019-20.pdf

13.p Approval of Agreement for Phlebotomy Technician Training Program
John Paramo, Director, Secondary Education, recommends that the Board of Education approve the agreement between the Burbank Unified School District/Burbank Adult School and the American University Medical Technology, to provide Phlebotomy Technician Certification training, effective May 22, 2019 through May 21, 2021, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

BAS AUMT_Agreement.pdf

13.q Approval of Amended Agreement for Professional Services, Massadi Enterprise, Division of State Architect (DSA) Inspections, Shade Structure at Magnolia Park (SELPA)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Massadi Enterprises, to perform Division of State Architect (DSA) Inspection Services for the shade structure at Magnolia Park, not to exceed $3,400 (01.0-90904.0-00000-85000-6170-5178000) SELPA, effective May 17, 2019, through May 16, 2020, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

App. of Amend. Agreement_Massadi_Mag Park_SELPA.pdf

13.r Approval of Deductive Change Order No. 1, Professional Services Agreement, Gkkworks, New Installation and/or HVAC replacement, Low Voltage, William McKinley, Thomas Edison, Walt Disney, Robert Louis Stevenson and Theodore Roosevelt Elementary Schools, Phase II (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve deductive change order No. 1, between Burbank Unified School District and Gkkworks, effective May 17, 2019, through May 17, 2020, not to exceed (262,837.89) PO 19001423, Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows:

McKinley, ($50,825.82) (21.0-00000.0-91003-85000-6230-209-0000) Bond Fund
Edison, ($53,845.30) (21.0-00000.0-91003-85000-6230-202-0000) Bond Fund
Disney, ($52,984.90) (21.0-00000.0-91003-85000-6230-201-0000) Bond Fund
Stevenson, ($56,219.89) (21.0-00000.0-91003-85000-6230-215-0000) Bond Fund
Roosevelt, ($48,961.98) (21.0- 00000.0-91003-85000-6230-214-0000) Bond Fund

5-16-19 Deductive CO1_ Gkkworks_ HVAC_ Various.pdf

13.s Approval of Extension, Bid No. 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds)
David Jaynes, Assistant Superintendent Business Service, recommends that the Board of Education approve the extension of Bid No. 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds), as

presented.

5-16-19 Approval_ Extension_ Intercom Clock and Signal- Various.pdf

13.t Approval of Rejection of All Bids, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a rejection of all Bids, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $0.00, Bond Fund, and that authority to reject the bids be exercised pursuant to BUSD-AR 3314, as presented.

5-16-19 Approval of Rejection of Bids - Asphalt- Playground_ Roosevelt.pdf

13.u Approval of Rejection of All Bids, CUPCCAA Bid 1819-036, Restroom Upgrade Site Work, Kindergarten Area, Providencia Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a rejection of all Bids, CUPCCAA Bid 1819-036, Restroom Upgrades, Site Work, Kindergarten Area, Providencia Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $0.00, Bond Fund, and that authority to reject the bids be exercised pursuant to BUSD-AR 3314, as presented.

5-16-19 Approval of Rejection of Bids - Rest Room Upgrades_ Providencia..pdf

13.v Approval of Award of Contract, Procurement, Braille Signs, Inc., Braille Signage, Rest Rooms, Walt Disney Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, Braille Signs, Inc., Walt Disney Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $719 (21.3-00000-0-91008-85000-4310-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

5-16-19 AOC_ Braille Signs_ RR Signage_ Disney.pdf

13.w Approval of Award of Contract, Pilgrim Fence, CUPCCAA Bid,1819-074, Fabrication and Installation, Drinking Fountain Guard Rails, Walt Disney Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, Pilgrim Fence, CUPCCAA Bid,1819-067, fabrication and installation of drinking fountain guard rails, Walt Disney Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $5,377 (21.3-00000-0-91008-85000-6170-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

5-16-19 AOC_ Pilgrim Fence-Drinking Fountain Rail_ Disney.pdf

13.x Approval of Amended Contract with Blackboard Inc. for Two Additional Website Licenses (General Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Blackboard Inc., for two additional website licenses, not to exceed $3,086.20 over three years

(01.0-00000.0-00000-72000-5840-7401000) (General Fund), effective May 17, 2019 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Amended Contract_Blackboard_Two Licenses_051619.pdf

13.y Approval of the Disposal of Obsolete Equipment
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the disposal of the obsolete equipment, effective May 17, 2019.

Approval_Troxell_Disposal Obsolete Equipment_051619.pdf

13.z Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Luther Burbank Middle School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Luther Burbank Middle School (21.0-00000.0-93000-85000-4450/6249-3200000), PO 17000013, not to exceed $129,738.91 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Luther_051619.pdf

13.aa Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), John Muir Middle School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at John Muir Middle School (21.0-00000.0-93000-85000-4450/6249-3220000), PO 17001646, not to exceed $158,689.11 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_Muir_051619.pdf

13.ab Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Burbank High School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Burbank High School (21.0-00000.0-93000-85000-4450/6249-4310000), PO 17001650, not to exceed $24,483.67 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_BHS_051619.pdf

13.ac Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), John Burroughs High School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015

Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at John Burroughs High School (21.0-00000.0-93000-85000-4450/6249-4320000), PO 17000016, not to exceed $277,767.43 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_JBHS_051619.pdf

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction by completing a blue request card. Speakers are requested to state their name prior to speaking to the Board. Not more than three (3) 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.

14.b Staff Responses

14.c Board Members' Comments and Responses

15. ADJOURNMENT

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tom Kissinger, Assistant Superintendent, Educational Services
PREPARED BY:	Tom Kissinger, Assistant Superintendent, Educational Services
SUBMITTED BY:	Teri Smith, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Update on School-Connected Organizations

Background:

For the past several years, school site-based Booster organizations had the option of operating under the "umbrella" of the Burbank Schools Booster Association (BSBA) or as their own 501(C)(3) non-profit. BSBA, which has been operated by a core group of parent volunteers, has managed bank accounts, provided insurance, held compliance training, and offered guidance and support to the numerous site-based boosters programs that operated under their general oversight for over 5 years. In January of 2019, BSBA officers notified the District that they were in the process of disbanding; and as of June 30, 2019, they stated that they would no longer be providing oversight or managing their subsidiaries' accounts.

To ensure Burbank Unified School District's school sites are still able to raise funds for the programs that have been traditionally supported by their booster organizations. A committee of staff and parent volunteers met (weekly) for more than three months to develop a structure for fundraising that would meet the needs of schools, but no longer be a part of BSBA. These are known as "Fundraising Committees." It is important to note that at the secondary level, there are still some independently operating 501(C)(3) booster organizations and there is still one elementary school site whose community is interested in operating its own independent 501(C)(3) booster organization.

District-Wide Goals 2018-19:

1.6. Develop new and strengthen existing relationships with community partners to support our students.

Discussion/Issues:

At both the elementary and secondary levels, the committee assisting with the transition (from BSBA) created guidance documents to explain how to set-up and operate these new Fundraising Committees. At the elementary level, the key components of each school's committee operation are as follows:

- Structured to include an overall Chairperson, Clerk, and Finance Chairperson. Fundraising Committees will operate under the authority and supervision of the school site principal. Additional Committee volunteers are welcomed and encouraged;
- Staff have provided guidelines for the voting and selection of Committee governance;
- Monthly meetings will have agendas and minutes; and notification of each meeting will be shared with the entire school community, so that the community is well-represented in the decision making process;

- The role of the principal is to advise the Committee and ensure that all fundraising activities align with school / district regulations. The principal also must be made aware of and have final approval over any fundraising events, activities, or goals; prepare agreements for consultants that require Board of Education approval; and prepare, sign and submit "Facilities Use" Agreements for events;
- The office manager and / or office assistant is responsible for verifying funds raised, processing the money and safely securing funds in the school safe. This individual also prepares deposits and has the money picked up and delivered to the District Fiscal Services Department. In addition, the office manager and/or assistant provides monthly financial reports to committee members, prepares and processes PO's/disbursement requests for consultants, vendors, and reimbursements;
- District Staff have provided instructions on how to operate and account for funds raised either by direct donation campaigns or through the operation of events and activities;
- The District has purchased a software program, "Blue Bear Cloud," which will allow schools to accept online donations, as well as (in real-time) receive and track funds raised by donations and share that information with the Committee and the school community. Each transaction is assessed a 4.25% fee.

At the secondary level, most of the (above stated) points are the same. However, there are a few differences that are important to point out:

- All Fundraising Committee activities must be operated through a Club or Trust account, through the school's Associated Student Body (ASB). As such, each Club or Trust account must have a certificated advisor, and must be under the guidance of the student body. An individual or committee can organize the fundraising or determine the activity, but only with the approval of Assistant Principal (AP) and ASB;
- The role of the principal can be delegated to another site administrator or advisor, if necessary. This role includes serving as an advisor to the Committee/Club and having final approval over any fundraising events, activities, or goals.
- The site Finance Clerk is responsible for verifying funds raised, and puts the funds into the school's safe. The Finance Clerk also prepares deposit(s) and has the funds delivered to the bank. The Finance Clerk also provides a monthly encumbrance report to faculty advisor. Prepares and processes PO's for vendors, and reimbursements and ensures that all legal requirements for all financial transactions are followed.

At both elementary and secondary levels, contracts/consultant agreements, require Board of Education approval. Additionally, if a fundraising group desires to set-up as a "separate entity," they will need to obtain approval from the Board of Education to do so. Finally, to cover the costs of administrative and software services, staff is recommending that each Fundraising Committee be charged the same overhead fee that BSBA assessed their affiliated organizations this school year, which is based upon gross revenues and is:

$0 through $14,999 – the fee is	$125
$15,000 to $24,999 – the fee is	$200
$25,000 to $49,999 – the fee is	$275
$50,000 to $99,999 – the fee is	$500
$100,000 to $149,999 – the fee is	$700
$150,000 and above – the fee is	$825

Fiscal Impact:
No Fiscal Impact

Recommendation:
Tom Kissinger, Assistant Superintendent, Educational Services, will provide an update on Burbank Unified School District's School Connected Organizations, as presented.

SCHOOL-CONNECTED ORGANIZATIONS

REPORT TO THE BOARD OF EDUCATION

May 16, 2019

BACKGROUND: *HOW WE GOT HERE*

- BSBA has been working (for 5 ½ years) with BUSD to find sustainable management solutions for all booster clubs
- In May of 2018, BSBA and BUSD began discussing options for putting a permanent solution in place. After Parcel Tax Measure QS failed to make additional funding available to BUSD, a plan to adopt a BUSD/site-based fundraising format began.
- A committee of volunteer parents and Staff began meeting (weekly) to create a new structure for site-based fundraising
- The committee developed a guidance document, forms, and FAQ's to assist parent volunteers and staff to set up site based "Fundraising Committees" at both the elementary and secondary school levels
- A fundraising accounting system was purchased to help support the activity and to allow for on-line stores and the use of credit/debit cards.

COMPONENTS OF TRAINING SESSIONS FOR STAFF AND PARENT VOLUNTEERS

(1) How to establish and operate site-based fundraising committees *(how and when to set it up)*

(2) How site-based fundraising committees can raise money and accept donations *(the nuts and bolts)*

(3) How funds raised are earmarked for specific causes and are accounted for *(keeping track of the money)*

(4) The roles and responsibilities of the staff and volunteers involved in raising funds *(who does what)*

ELEMENTARY FUNDRAISING COMMITTEES

- Committees work under the direction of the site principal to determine the activity, program, or service they are fundraising for
- Committees must be structured so that meetings have agendas and minutes
- Committees must hold monthly school-wide meetings to ensure the school community is well represented in decision making process
- Decisions must be democratic with voting practices following Roberts Rules of Order and any BUSD directed processes

ROLE OF THE ELEMENTARY PRINCIPAL

- Advises the Committee; ensures that all fundraising activities align with school / district regulations
- Must be made aware of and have final approval over any fundraising events, activities, or goals
- Prepares agreements for consultants that require Board of Education approval
- Prepares and signs “Facilities Use” Agreements for events; submit to Facilities

ROLE OF THE ELEMENTARY OFFICE MANAGER AND/OR OFFICE ASSISTANT

- Deposits Funds. Once funds are counted by a minimum of two volunteers, and in the presence of at least one BUSD employee, the office manager or designee verifies the amounts, accepts the funds, and secures them in the school's safe until the next scheduled armored car pickup.
- Provides monthly financial reports to committee members
- Prepares and processes P.O.s/disbursement requests for consultants, vendors, and reimbursements

SECONDARY FUNDRAISING COMMITTEES

- Operated through a Club or Trust account, through the school's Associated Student Body (ASB)
- Each Club or Trust account must have a certificated advisor, and must be under the guidance of the student body
- An individual or committee can organize the fundraising or determine the activity, but only with the approval of Assistant Principal (AP) and ASB

ROLE OF THE SCHOOL FINANCE CLERK

- Responsible for verifying funds raised, and puts the funds into the school's safe
- Prepares deposits and has the funds delivered to the bank through the District's contracted armored service collector.
- Provides a monthly encumbrance report to faculty advisor
- Prepares and processes PO's for vendors, and reimbursements and ensures that all legal requirements for all financial transactions are followed.

ROLE OF THE SECONDARY ADMINISTRATOR

- The role of the principal can be delegated to another site administrator or advisor
- Serves as an advisor to the Committee/Club and having final approval over any fundraising events, activities, or goals
- Prepares agreements for consultants that require Board of Education approval
- Prepares and signs “Facilities Use” Agreements for events; submit to Facilities

RAISING MONEY BY DIRECT DONATIONS

- Checks should be written out to the specific school, with the memo line describing the purpose of the donation
- There will be different account strings for general vs. specific purposes
- Online donations can be accepted using the “Blue-Bear” school accounting platform. A 4.25% fee will be assessed to each transaction
- When donated funds are “unallocated,” or no specific purpose is provided, the Fundraising Committee will follow-up and ask the donor if there is a specific purpose for the donated funds
- Passive fundraisers (such as “Amazon SMILE,” Ralphs Club Card, Box-Tops, etc.) will be set-up to have funds directed to the school via check. *Once funds are received by the school they should designated for the fundraising committee.*

OVERHEAD COSTS

The District will assess an annual fee for all gross receipts to cover administrative software and services. For 2019/2020, this fee will be the same as what BSBA charged to affiliated organizations last year

Assessment calculation due by Monday, September 9, 2019

If Gross Revenue* for the 2018/2019 school year was:

$0 through $14,999 the fee is	$125
$15,000 through $24,999 the fee is	$200
$25,000 through $49,999 the fee is.....	$275
$50,000 through $99,999 the fee is	$500
$100,000 through $149,999 the fee is	$700
$150,000 or Greater.....	$825

Gross Revenue = total of all income/deposits made to your Club from 7/1/18 – 6/30/19*

SEPARATE ENTITIES

If a fundraising group desires to set-up as a “separate 501(c) (3) public charity entity,” they will need to obtain approval from the Board of Education to do so. To get more information about this process, please contact the Director of Secondary Education or the Director of Fiscal Services.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	John M. Paramo, Director of Secondary Education
PREPARED BY:	John M. Paramo, Director of Secondary Education
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	First Reading of Middle School Social Science Textbook

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Background:

During the 2017-2018 school year, the Burbank Unified School District began the process of reviewing state approved social science textbooks for the secondary schools. The process started with a group pf secondary social science teachers and site administrators attending a county sponsored social science textbook preview in Downey, California. While both middle school and high school teachers attended the textbook fair, only the middle school teachers piloted textbooks because of budget constraints. Our middle school teachers really liked McGraw Hill, Pearson and National Geographic. However, they narrowed it down to McGraw Hill and Pearson.

Teachers volunteered to pilot the textbooks during the 2018-2019 school year. There were teacher representatives from each of the three middle schools. Similarly, there was a fair representation of general education teachers, special education teachers and English Language Development teachers. All of the teachers piloted McGraw Hill in the fall, and they all piloted Pearson in the spring. This provided for an authentic evaluation as each teacher used both textbooks.

During the semester, the piloting teachers met regularly to discuss the issues they were encountering with the textbooks. Collectively, the teacher were able to share best practices to accommodate for the new curriculum. In particular, the new curriculum from both publishers contained many online resources and student applications that required technology.

District Wide Goals for 2018-2019:
2.0 Improve learning and achievement for all students.

Discussion and Issues:

Every piloting teacher completed an evaluation of both McGraw Hill and Pearson. The evaluations were tallied and the data was compiled for the teachers to access. While there are strengths and weaknesses for both textbooks, the evaluation scores are overwhelmingly in favor of the Pearson textbook.

The piloting teachers have requested that all social studies teachers be trained on the new textbook series before the school year ends. Doing so will allow the teachers to be able to prepare during the summer months if they so choose to spend their time. Additionally, the teachers have asked the district to consider

lesson planning days wither in the summer or during pre-school days at the beginning of the year. Those considerations will be given based on the budget.

Fiscal Impact:

The fiscal impact of the social science textbook adoption will be presented to the Board of Education on the day of the board meeting.

Recommendation:

John Paramo, Director, Secondary Education, will facilitate the first reading of the proposed Social Science textbook, as presented.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	May 16, 2019
SUBJECT:	First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations

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Background:

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

The updates presented at this time are the March 2019 Board Policies sent to the District by CSBA. These policies have also been reviewed by a subcommittee consisting of two members of the Board of Education and appropriate administrative staff. Changes appear in red on the PDF version; text to be added is underlined and/or highlighted and text to be deleted is shown as struck through.

Discussion/Issues:

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

Fiscal Impact:

None

Recommendation:

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

POLICY GUIDE SHEET
March 2019
Page 1 of 4

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

BP/E 0420.41 - Charter School Oversight
(BP/E revised)

Policy updated to include the California School Dashboard as a means for monitoring charter school performance and identifying the need for technical assistance. Policy also deletes material related to the identification of schools for federal Program Improvement, which is no longer operational. Exhibit reorganized and subheads added for clarity. Exhibit also reflects **NEW LAW (SB 126, 2019)** and **NEW ATTORNEY GENERAL OPINION** which clarify that charter schools are subject to the Brown Act, California Public Records Act, Political Reform Act, and conflict of interest laws, and **NEW LAWS** which (1) prohibit the operation of a charter school as a for-profit corporation or organization **(AB 406)**; (2) provide that a student who is receiving individual instruction at home or a hospital due to a temporary disability must be allowed to return to the charter school when well enough to do so **(AB 2109)**; (3) require specified accommodations for pregnant and parenting students **(AB 2289)**; (4) prohibit taking negative action against a student or former student for a debt owed to the school **(AB 1974)**; (5) require development of a local control funding formula (LCFF) budget overview for parents/guardians in conjunction with the local control and accountability plan (LCAP) **(AB 1808)**; (6) require charter schools applying for certain categorical funding to adopt a school plan for student achievement **(AB 716)**; (7) require charter schools to adopt a comprehensive safety plan **(AB 1747)**; (8) require each bus to be equipped with a child safety alert system **(AB 1840)**; (9) require charter schools serving grades 7-12 to offer comprehensive sexual health and HIV prevention education **(AB 2601)**; (10) require parental notification regarding human trafficking resources **(SB 1104)**; (11) require charter schools to exempt certain students transferring in grades 11-12 from locally established graduation requirements **(AB 2121)**; (12) allow students to wear cultural or religious adornments at graduation ceremonies **(AB 1248)**; (13) require charter schools to provide eligible students with a free or reduced-price meal each day **(AB 1871)**; (14) require charter schools to review their suicide prevention policy at least once every five years **(AB 2639)**; (15) require that the suicide prevention hotline number be printed on student identification cards **(SB 972)**; (16) require notification of how to access school or community mental health services **(AB 2022)**; (17) require an automated external defibrillator to be accessible at athletic events **(AB 2009)**; (18) mandate the adoption of policy on bullying and cyberbullying prevention **(AB 2291)**; (19) prohibit the use of seclusion and restraint for disciplinary purposes **(AB 2657)**; (20) prohibit the inclusion of a student's or parent/guardian's personal information in board minutes when so requested **(SB 1036)**; and (21) require charter schools receiving state facilities funding to provide an annual report of facilities expenditures and submit an audit within one year of project completion **(AB 99, 2017; AB 1808)**.

BP/AR 1312.3 - Uniform Complaint Procedures
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAWS** authorizing the use of uniform complaint procedures (UCP) to resolve allegations of noncompliance with accommodations for pregnant and parenting students **(AB 2289)**, the development and adoption of an LCFF budget overview for parents/guardians **(AB 1808)**, the development of a school plan for student achievement **(AB 716)**, and specified educational rights of migrant students and immigrant students enrolled in a newcomer program **(AB 2121)**. Policy also updates section on "Non-UCP Complaints" to reflect **NEW LAW (AB 1808)** which provides that complaints alleging health and safety violations in license-exempt California State Preschool Programs are subject to Williams UCP. Regulation also updates section on "Notifications" to more closely reflect the California Department of Education's (CDE) Federal Program Monitoring instrument, deletes section on "District Responsibilities" which duplicates material in other sections, reorganizes section on "Report of Findings" for clarity, and revises section on "Corrective Actions" to delete item #9 which is not a remedy.

AR/E 1312.4 - Williams Uniform Complaint Procedures
(AR, E(1), and E(2) revised; E(3) and E(4) added)

Regulation updated to reflect **NEW LAW (AB 1808)** which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

AR 1340 - Access to District Records
(AR revised)

Regulation updated to revise section on "Public Records" to delete legal cite which was repealed pursuant to **NEW LAW (AB 716)** and to include any district or school plan, unless otherwise prohibited by law, as a public record to which members of the public have access. Regulation also updated to reflect the prohibition against disclosing an individual's citizenship or immigration status or religious beliefs, practices, or affiliation to federal government authorities.

BP/AR 3100 - Budget
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1808)** which requires districts to annually develop, adopt, and post an LCFF budget overview for parents/guardians and to file the budget overview with the county superintendent of schools. Section on "Long-Term Financial Obligations" revised to reflect **NEW LAW (SB 1413)** which establishes the California Employers' Pension Prefunding Trust Program to allow districts to prefund required contributions to the California Public Employees' Retirement System. Regulation updated to emphasize that any recommendations by the budget advisory committee should be consistent with the district's vision, goals, priorities, LCAP, and other comprehensive plans and to clarify that a regional budget review committee convened by the county superintendent of schools requires approval of the Superintendent of Public Instruction as well as the district board.

BP/AR 3260 - Fees and Charges
(BP/AR revised)

Policy and regulation updated to add new section on "Collection of Debt," reflecting **NEW LAW (AB 1974)** which prohibits negative action against a student or former student for a debt owed to the school and requires districts to provide parents/guardians with an itemized invoice that references applicable district policies. Regulation also revised to more directly reflect the most recent CDE fiscal advisory regarding student fees.

BP/AR 3515.4 - Recovery for Property Loss or Damage
(BP/AR revised)

Policy updated to reflect the 2019 limits for parent/guardian liability for property loss or damage caused by a child's willful misconduct and for any reward paid for information leading to the identification of persons responsible for property damage. Policy also reflects **NEW LAW (AB 1974)** which prohibits the collection of debt owed by a current or former homeless or foster youth. Regulation updated to reflect the requirement to offer an option for a student to provide work in lieu of payment when the parents/guardians are unable to pay, and AB 1974 which allows the district, at its discretion, to offer any student, regardless of ability to pay, a nonmonetary means to settle debt. Regulation also adds a paragraph allowing the district to withhold a student's grades, diplomas, or transcripts until the damages have been recovered. Section on "Payment of Reward" deleted and key concepts moved to BP.

BP/AR 4030 - Nondiscrimination in Employment
(BP/AR revised)

Policy and regulation updated to clarify applicability of the policy to nonemployees providing services to the district pursuant to a contract. Policy reflects **NEW STATE REGULATIONS (Register 2018, No. 20)** which add a definition of national origin and make it an unlawful employment practice to inquire into or discriminate against an employee on the basis of immigration status. Policy also reflects **NEW LAW (SB 1300)** which (1) prohibits districts from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or release the right to file a claim against the district for unlawful acts in the workplace, including sexual harassment, and (2) provides that a district may be responsible for any harassment (not just sexual harassment) of employees by nonemployees if the district knows or should have known of the conduct and failed to take action. Regulation revises section on "Measures to Prevent Discrimination" to reflect a requirement, formerly in BP, to post the California Department of Fair Employment and Housing (DFEH) poster on workplace discrimination and harassment and to add the requirement to post the DFEH poster on the rights of transgender employees. Regulation also reflects **NEW LAW (SB 1300)** which authorizes training on bystander intervention.

AR 4161.1/4361.1 - Personal Illness/Injury Leave
(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

AR 4261.1 - Personal Illness/Injury Leave
(AR revised)

Regulation updated to revise section on "Continued Absence After Available Sick Leave Is Exhausted/Differential Pay" to clarify that, for districts choosing Option 2, employees must receive "at least" 50 percent of their regular salary during the additional period of absence. Section on "Parental Leave" updated to reflect **NEW LAW (AB 2012)** which requires that, regardless of the type of differential pay system used by the district, employees must receive at least 50 percent of their regular salary for any portion of the 12-week parental leave that remains following the exhaustion of sick leave.

BP/AR 5117 - Interdistrict Attendance
(BP/AR revised)

Policy updated to delete references to the Open Enrollment Act since schools are not currently being identified as low achieving based on the Academic Performance Index, update legal cites, and clarify the continuing requirement to register as a school district of choice with the Superintendent of Public Instruction and county board of education before enrolling students under that program. Regulation updated to reflect **NEW LAW (AB 2826)** which adds a requirement, applicable to districts that have entered into interdistrict attendance agreements, to post on their web site the procedures and timelines for requests for interdistrict transfer permits. Regulation also reflects timelines added by AB 2826 for notifying parents/guardians of the district's granting or denial of the transfer request, which differ for current-year and future-year transfer requests, and for the parent/guardian's appeal of the district's decision to the county office of education. In section on "School District of Choice Program," material deleted regarding the denial of a transfer into the district based on a negative impact on a desegregation plan or the racial/ethnic balance of the district, as such grounds are only applicable to transfers out of the district.

AR 5125.2 - Withholding Grades, Diploma and Transcripts
(AR revised)

Regulation updated to reflect **NEW LAW (AB 1974)** which allows districts to offer any student, other than a current or former homeless student, nonmonetary means to settle debt owed for property loss or damage resulting from the student's willful misconduct and to withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

BP 5127 - Graduation Ceremonies and Activities
(BP revised)

Policy updated to provide optional language providing that passage of any of the three high school equivalency tests approved by the State Board of Education is not equivalent to completing all graduation requirements for participation in graduation ceremonies. Option for student-initiated, student-led prayer at graduation ceremonies deleted consistent with court decisions which suggest that such prayer could be unconstitutional. Policy also reflects **NEW LAW (AB 1248)** which permits students to wear tribal regalia or recognized religious or cultural adornments to the cap and gown, unless the district determines that an item is likely to cause substantial disruption of the ceremony.

E 5145.6 - Parental Notifications
(E revised)

Exhibit reflects **NEW LAWS** requiring parental notice of the rights of pregnant and parenting students **(AB 2289)**, mental health services available in the school and community **(AB 2022)**, risks and effects of lead exposure when child enrolls in a licensed child care center or preschool **(AB 2370)**, and specified educational rights of migrant students and newly arrived immigrant students in grades 11-12 **(AB 2121)**. Exhibit also deletes two items related to Open Enrollment Act transfers since schools are not currently being identified as low achieving under this program. Section V updated to add legal cite pursuant to **NEW LAW (AB 1808)** which requires classroom notice on Williams UCP to include health and safety issues in license-exempt California State Preschool Programs.

AR 5148 - Child Care and Development
(AR revised)

Regulation updated to reflect **NEW LAW (AB 605)** which establishes a new child care center license and requires all centers to be licensed by January 1, 2024. Section on "Eligibility and Enrollment" updated to reflect **NEW LAW (AB 2626)** which raises the income eligibility threshold for subsidized services from 70 to 85 percent of the state median income and provides that a family that establishes eligibility for services, regardless of the basis of eligibility, is generally entitled to receive services for at least 12 months before being recertified for eligibility. Regulation also reflects **NEW LAW (AB 2370)** which requires licensed child care programs to provide parents/guardians with information regarding lead exposure and blood testing.

BB/E 9323.2 - Actions by the Board
(BB/E(1)/E(2) revised)

Bylaw updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated. Exhibit 1 updated to consolidate several items related to situating a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for five-member and seven-member boards), and reflect **NEW LAW (AB 2249)** which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. Section on "Actions Requiring a Unanimous Vote of the Board" updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists. Exhibit 2 contains minor revision for clarity.

CHARTER SCHOOL OVERSIGHT

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

(cf. 0420.4 - Charter School Authorization)
(cf. 0500 - Accountability)

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of the charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designee shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

Waivers

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to the SBE on behalf of the charter school.

(cf. 1431 - Waivers)

Provision of District Services

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services, the district and charter school shall develop a memorandum of understanding which clarifies the financial and operational agreements between the district and charter school.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

CHARTER SCHOOL OVERSIGHT (continued)

Material Revisions to Charter

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

If an approved charter school proposes to establish or move operations to one or more additional sites, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations. The Board shall consider approval of the additional locations at an open meeting. (Education Code 47605)

The Board shall have the authority to determine whether a proposed change in charter school operations constitutes a material revision of the approved charter.

Monitoring Charter School Performance

The Superintendent or designee shall monitor the charter school to determine whether it complies with all legal requirements applicable to charter schools, including making all reports required of charter schools in accordance with Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor the charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school, as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter petition and any applicable memorandum of understanding, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.

The Board shall monitor the fiscal condition of the charter school based on any financial information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

The district may charge up to one percent of a charter school's revenue for the actual costs of supervisorial oversight of the school. However, if the district is able to provide substantially rent-free facilities to the charter school, the district may charge up to three percent of the charter school's revenue for actual costs of supervisorial oversight or, if the facility is

CHARTER SCHOOL OVERSIGHT (continued)

provided under Education Code 47614, the pro-rata share facilities costs calculated pursuant to 5 CCR 11969.7. If the district charges the pro-rata share, it may also charge one percent of the charter school's revenue in oversight fees. (Education Code 47613)

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

If, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the district: (Education Code 47607.3)

1. Shall provide technical assistance to the charter school based on the California School Dashboard

2. May request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to the academic achievement of all numerically significant subgroups of students served by the charter school.

(cf. 0420.42 - Charter School Renewal)
(cf. 0420.43 - Charter School Revocation)

Complaints

Each charter school shall establish and maintain policies and procedures to enable any person to file a complaint, in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670, alleging the school's noncompliance with Education Code 47606.5 or 47607.3. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

CHARTER SCHOOL OVERSIGHT (continued)

School Closure

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or a memorandum of understanding, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of the charter is denied, the charter is revoked, or the charter school will cease operation for any reason.

Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

Legal Reference: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference:

EDUCATION CODE
215 Suicide prevention policy
215.5 Suicide prevention hotline contact information on student identification cards
220 Nondiscrimination
221.61 Posting of Title IX information on web site
221.9 Sex equity in competitive athletics
222 Lactation accommodations for students
222.5 Pregnant and parenting students, notification of rights
234.4 Mandated policy on bullying prevention
234.7 Student protections relating to immigration and citizenship status
17070.10-17079.30 Leroy F. Greene School Facilities Act
17280-17317 Field Act
17365-17374 Field Act, fitness for occupancy
32282 Comprehensive safety plan
32283.5 Online training on bullying prevention
33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act
35179.4-35179.6 Interscholastic athletic programs, safety
35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
35330 Field trips and excursions; student fees
38080-38086 School meals
39831.3 Transportation safety plan
39843 Disciplinary action against bus driver; report to Department of Motor Vehicles
41024 Report of expenditure of state facility funds
42100 Annual statement of receipts and expenditures
44030.5 Reporting change in employment status due to alleged misconduct
44237 Criminal record summary
44691 Information on detection of child abuse
44830.1 Certificated employees, conviction of a violent or serious felony
45122.1 Classified employees, conviction of a violent or serious felony
45125.1 Fingerprinting; employees of contracting entity
46015 Accommodations for pregnant and parenting students; parental leave
47600-47616.7 Charter Schools Act of 1992
47634.2 Nonclassroom-based instruction
47640-47647 Special education funding for charter schools
47651 Apportionment of funds, charter schools
48000 Minimum age of admission for kindergarten; transitional kindergarten
48010-48011 Minimum age of admission (first grade)
48206.3-48208 Students with temporary disabilities; individual instruction
48850-48859 Educational placement of foster youth and homeless students
48907 Students' exercise of free expression; rules and regulations
48950 Student speech and other communication
49005-49006.4 Seclusion and restraint
49011 Student fees
49014 Public School Fair Debt Collection Act
49061 Student records
49073.2 Privacy of student and parent/guardian personal information
49076.7 Student records; data privacy; Social Security numbers

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
49110 Authority to issue work permits
49381 Human trafficking prevention
49414 Epinephrine auto-injectors
49414.3 Administration of opioid antagonist
49428 Notification of mental health services
49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001, especially:
49431.9 Advertisement of non-nutritious foods
49475 Health and safety, concussions and head injuries
49557.5 Child Hunger Prevention and Fair Treatment Act of 2017
49564 Meals for needy students
51224.7 Mathematics placement policy
51225.1-51225.2 Exemption from local graduation requirements; acceptance of coursework
51225.6 Instruction in cardiopulmonary resuscitation
51513 Diploma of graduation, without passage of high school exit examination
51745-51749.6 Independent study
51930-51939 California Healthy Youth Act
52052 Accountability; numerically significant student subgroups
52060-52077 Local control and accountability plans
52075 Uniform complaint procedures
56026 Special education
56145-56146 Special education services in charter schools
60600-60649 Assessment of academic achievement
64000 Categorical programs included in consolidated application
64001 School plan for student achievement, consolidated application programs
65000-65001 School site councils
69432.9-69432.92 Cal Grant program; notification of grade point average and high school graduation
CORPORATIONS CODE
5110-6910 Nonprofit public benefit corporations
GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
3540-3549.3 Educational Employment Relations Act
6250-6270 California Public Records Act
54950-54963 Ralph M. Brown Act
81000-91014 Political Reform Act of 1974
HEALTH AND SAFETY CODE
104420 Tobacco Use Prevention Education grant program
104559 Tobacco-free schools
LABOR CODE
1198.5 Personnel records related to performance and grievance
PENAL CODE
667.5 Definition of violent felony
1192.7 Definition of serious felony
VEHICLE CODE
28160 Child safety alert system
CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system
Article 16, Section 8.5 Public finance; school accountability report card

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
11700.1-11705 Independent study
11960-11969 Charter schools
CODE OF REGULATIONS, TITLE 24
101 et seq. California Building Standards Code
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
6311 State plan
7221-7221j Charter schools
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
CODE OF FEDERAL REGULATIONS, TITLE 34
200.1-200.78 Accountability
COURT DECISIONS
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
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U.S. Department of Education: http://www.ed.gov

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

A charter school shall be subject to the terms of its charter; any memorandum of understanding between the school and the district Governing Board; the state and federal constitutions; applicable federal laws; state laws that apply to governmental agencies in general; and other legal requirements that are expressly applicable to charter schools, including, but not limited to, requirements that each charter school or the entity managing the charter school:

Governance

1. Comply with the Ralph M. Brown Act (Government Code 54950-54963), California Public Records Act (Government Code 6250-6270), conflict of interest laws (Government Code 1090-1099), and Political Reform Act (Government Code 81000-91014), including the adoption of a conflict of interest code pursuant to Government Code 87300 (Education Code 47604.1)

2. Except as otherwise authorized by Government Code 54954, hold the meetings of its governing body within the physical boundaries of the county in which the charter school is located or, if a nonclassroom-based charter school that does not have a facility or operates one or more resource centers, hold governing body meetings within the physical boundaries of the county in which the greatest number of students enrolled in the charter school reside. In addition, a two-way teleconference location shall be established at the school site and/or resource center, as applicable. (Education Code 47604.1)

Operations

3. Not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization (Education Code 47604)

4. Be nonsectarian in its programs, admission policies, employment practices, and all other operations (Education Code 47605)

Admission/Enrollment

5. Adhere to all laws establishing the minimum age for public school attendance (Education Code 47610)

6. Serve students who are California residents and who, if over 19 years of age, are continuously enrolled in a public school and making "satisfactory progress" toward a high school diploma as defined in 5 CCR 11965 (Education Code 47612)

CHARTER SCHOOL OVERSIGHT (continued)

7. Serve students with disabilities in the same manner as such students are served in other district schools (Education Code 47646, 56145)

8. Admit all students who wish to attend the charter school, according to the following criteria and procedures:

   a. Admission to the charter school shall not be determined according to the student's or parent/guardian's place of residence within the state, except that any existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to students who reside within that school's former attendance area. (Education Code 47605)

      If a charter school will be physically located in a public elementary school attendance area in which 50 percent or more of the student enrollment is eligible for free or reduced-price meals, it may also establish an admission preference for students who are currently enrolled in that public elementary school and for students who reside in the public school attendance area. (Education Code 47605.3)

   b. If the number of students who wish to attend the charter school exceeds the school's capacity, attendance shall be determined by a public random drawing, with preference extended to students currently attending the charter school and students who reside in the district, except as provided for in Education Code 47614.5. (Education Code 47605)

   c. Other admission preferences may be permitted by the Board of the district on an individual school basis consistent with law. (Education Code 47605)

9. Immediately enroll a homeless student, except where such enrollment would conflict with Education Code 47605(d) (Education Code 48850; 42 USC 11431-11435)

10. Comply with the requirements of Education Code 48850-48859 regarding the enrollment and placement of foster youth (Education Code 48853.5, 48859)

11. Allow a student who is enrolled in the charter school but receiving individual instruction at home or a hospital due to a temporary disability to return to the charter school when well enough to do so, provided the student returns during the school year in which the individual instruction was initiated (Education Code 48207.3)

Nondiscrimination

12. Not discriminate against any student on the basis of the characteristics listed in Education Code 220 (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

13. Adopt policy that is consistent with the model policy developed by the California Attorney General addressing the charter school's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code 234.7

14. Post specified information related to the prohibition against discrimination under Title IX of the Education Amendments of 1972 in a prominent and conspicuous location on the school web site or on the web site of the charter operator (Education Code 221.61)

15. If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level (Education Code 221.9)

16. Provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The charter school shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Education Code 222, 222.5, 46015)

17. If a direct-funded charter school, adopt and implement uniform complaint procedures to resolve complaints of unlawful discrimination or alleged violation of a state or federal law or regulation governing educational programs, in accordance with 5 CCR 4600-4670 (5 CCR 4600)

Tuition and Fees

18. Not charge tuition (Education Code 47605)

19. Not charge student fees for any activity that is an integral component of the educational program, except as authorized by those Education Code provisions that explicitly apply to charter schools

20. Not bill, nor take any negative action against, a student or former student for a debt owed to the charter school. The school shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student before pursuing payment of the debt and shall provide a receipt to the parent/guardian for each payment made to the school. (Education Code 49014)

CHARTER SCHOOL OVERSIGHT (continued)

School Plans

21. Adopt a local control and accountability plan (LCAP) and update the plan by July 1 each year, in consultation with specified stakeholders and using the template adopted by the State Board of Education (SBE). To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard. As part of the LCAP adoption and annual update to the LCAP, the governing body of the charter school shall separately adopt a local control funding formula budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the school's budget. (Education Code 47604.33, 47606.5, 52064, 52064.1)

22. If the charter school applies for federal and/or state categorical program funding through the state's consolidated application, establish a school site council to develop and annually review a school plan for student achievement, unless the school chooses to use its LCAP for this purpose (Education Code 64000-64001, 65000-65001)

23. Develop a comprehensive safety plan in accordance with Education Code 32282 and review and update the plan by March 1 each year (Education Code 47605)

24. Develop a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Education Code 39831.3; Vehicle Code 28160)

Curriculum and Instruction

25. Offer at least the number of instructional minutes required by law for the grade levels provided by the charter school (Education Code 47612.5)

26. If the charter school offers a kindergarten program, also offer a transitional kindergarten program to students whose fifth birthday is from September 2 through December 2 (Education Code 48000)

27. If the charter school serves students in grade 9, adopt a fair, objective, and transparent mathematics placement policy with specified components (Education Code 51224.7)

CHARTER SCHOOL OVERSIGHT (continued)

28. If the charter school serves students in any of grades 7-12, provide comprehensive sexual health education and human immunodeficiency virus (HIV) prevention education at least once in junior high or middle school and once in high school, beginning in the 2019-2020 school year (Education Code 51931, 51934)

29. If the charter school serves students in any of grades 6-12, identify and implement methods of informing parents/guardians of human trafficking prevention resources by January 1, 2020 (Education Code 49381)

30. If the charter school provides independent study, meet the requirements of Education Code 51745-51749.6, except that the school may be allowed to offer courses required for graduation solely through independent study as an exception to Education Code 51745(e) (Education Code 47612.5, 51747.3; 5 CCR 11705)

31. Meet all statewide standards and conduct any statewide assessments applicable to noncharter public schools (Education Code 47605, 47612.5, 60605)

High School Graduation

32. Exempt a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers between schools after the second year of high school, or a student participating in a newcomer program for newly immigrant students in grades 11-12, from any graduation requirements established by the charter school that exceed state requirements, unless the school determines that the student is reasonably able to complete the requirements by the end of the fourth year of high school (Education Code 51225.1, 51225.2)

33. Grant a high school diploma to 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 (Education Code 51413)

34. Allow a student to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies, unless the charter school determines that an item is likely to cause a substantial disruption of, or material interference with, the ceremony (Education Code 35183.1)

Student Expression

35. Provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications (Education Code 48907, 48950)

CHARTER SCHOOL OVERSIGHT (continued)

Staffing

36. Require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold (Education Code 47605)

37. Not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the charter school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Education Code 44830.1, 45122.1, 45125.1)

38. Report to the CTC any change in a certificated employee's employment status (dismissal, nonreelection, resignation, suspension, unpaid administrative leave for more than 10 days, retirement, or other decision not to employ or reemploy) as a result of an allegation of misconduct or while an allegation of misconduct is pending (Education Code 44030.5)

39. Meet the requirements of Education Code 47611 regarding the State Teachers' Retirement System (Education Code 47610)

40. Meet the requirements of Government Code 3540-3549.3 related to collective bargaining in public education employment (Education Code 47611.5)

Parent/Guardian Involvement

41. On a regular basis, consult with parents/guardians and teachers regarding the charter school's educational programs (Education Code 47605)

42. Notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school (Education Code 47605)

Nutrition

43. Beginning with the 2019-2020 school year, provide each eligible student with one nutritionally adequate free or reduced-price meal during each school day, except as provided for a charter school that offers nonclassroom-based instruction (Education Code 47613.5)

44. If the charter school participates in the National School Lunch and/or Breakfast program, not promote any food or beverage during the school day that does not

CHARTER SCHOOL OVERSIGHT (continued)

comply with state nutritional standards pursuant to Education Code 49430-49434, and not participate in a corporate incentive program that offers free or discounted non-nutritious foods or beverages as rewards for students who reach certain academic goals (Education Code 49431.9)

45. If the charter school participates in the National School Lunch and/or Breakfast program, notify parents/guardians within 10 days of their child's meal account reaching a negative balance; ensure that a student with unpaid school meal fees is not shamed, treated differently, or served a meal that differs from other students; and prohibit student discipline from resulting in the denial or delay of a nutritionally adequate meal (Education Code 49557.5)

46. If the charter school participates in the National School Lunch and/or Breakfast program and is a very high poverty school, as defined, apply to the California Department of Education (CDE) to provide lunch and/or breakfast free of charge to all students under a federal universal service provision (Education Code 49564)

Student Health

47. If the charter school serves students in grades 7-12, adopt a policy on suicide prevention, intervention, and postvention with specified components, review the policy at least every five years, and, if the school issues student identification cards, print the telephone number of the National Suicide Prevention Lifeline on those cards (Education Code 215, 215.5)

48. Notify students and parents/guardians at least twice during the school year on how to initiate access to available student mental health services on campus or in the community (Education Code 49428)

49. Provide annual training on child abuse and neglect reporting requirements to employees and persons working on the charter school's behalf who are mandated reporters, within the first six weeks of each school year or within six weeks of employment (Education Code 44691)

50. If the charter school offers an athletic program, annually provide information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day and shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider and receives written clearance to do so. (Education Code 33479-33479.5, 49475)

CHARTER SCHOOL OVERSIGHT (continued)

51. If the charter school offers an interscholastic athletic program, develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire at least one automated external defibrillator (AED) for the school, and make the AED available at on-campus athletic activities or events (Education Code 35179.4, 35179.6)

52. Provide school nurses or other voluntary, trained personnel with emergency epinephrine auto-injectors of the type required pursuant to Education Code 49414 (Education Code 49414)

53. If the charter school chooses to make an opioid antagonist available to persons suffering, or reasonably believed to be suffering, from an opioid overdose, comply with the requirements of Education Code 49414.3, including, but not limited to, providing training to personnel who volunteer to administer the opioid antagonist

Student Conduct/Discipline

54. Adopt a policy on bullying and cyberbullying prevention by December 31, 2019, and annually make CDE's online training module on bullying prevention available to school site certificated employees and other employees who have regular interaction with students (Education Code 234.4, 32283.5)

55. Prohibit seclusion and behavioral restraint of students as a means of discipline, and only use such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response (Education Code 49005-49006.4)

Student and Parent/Guardian Records

56. Not collect or solicit social security numbers or the last four digits of social security numbers from students or their parents/guardians unless otherwise required to do so by state or federal law (Education Code 49076.7)

57. Upon written request, not include the directory information of a student or the personal information of a parent/guardian, as defined, in the minutes of a meeting of the governing body (Education Code 49073.2)

58. If a student subject to compulsory full-time education is expelled or leaves the charter school without graduating or completing the school year for any reason, notify the Superintendent of the school district of the student's last known address within 30 days and, upon request, provide that district with a copy of the student's cumulative record, including a transcript of grades or report card, and health information (Education Code 47605)

CHARTER SCHOOL OVERSIGHT (continued)

59. If the charter school serves high school students, submit to the Student Aid Commission, for use in the Cal Grant program, the grade point average (GPA) of all students in grade 12 and verification of high school graduation or its equivalent for students who graduated in the prior academic year. However, such information shall not be submitted when students opt out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9, 69432.92)

Facilities

60. Comply with the California Building Standards Code as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the charter school is located, unless the charter school facility meets either of the following conditions: (Education Code 47610, 47610.5)

    a. The facility complies with the Field Act pursuant to Education Code 17280-17317 and 17365-17374.

    b. The facility is exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the federal government.

Finance

61. Promptly respond to all reasonable inquiries from the district, the county office of education, or the Superintendent of Public Instruction (SPI), including, but not limited to, inquiries regarding the charter school's financial records (Education Code 47604.3)

62. Maintain written contemporaneous records that document all student attendance and make these records available for audit and inspection (Education Code 47612.5)

63. Identify and report to the SPI any portion of the charter school's average daily attendance that is generated through nonclassroom-based instruction, including, but not limited to, independent study, home study, work study, and distance and computer-based education (Education Code 47612.5, 47634.2; 5 CCR 11963.2)

64. Annually prepare and submit financial reports to the district Board and the County Superintendent of Schools in accordance with the following reporting cycle:

    a. By July 1, a preliminary budget for the current fiscal year. For a charter school in its first year of operation, financial statements submitted with the charter petition pursuant to Education Code 47605(g) will satisfy this requirement. (Education Code 47604.33)

CHARTER SCHOOL OVERSIGHT (continued)

b. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. (Education Code 47604.33)

c. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31. (Education Code 47604.33)

d. By September 15, a final unaudited report for the full prior year. The report submitted to the Board shall include an annual statement of all the charter school's receipts and expenditures for the preceding fiscal year. (Education Code 42100, 47604.33)

e. By December 15, a copy of the charter school's annual, independent financial audit report for the preceding fiscal year, unless the charter school's audit is encompassed in the district's audit. The audit report shall also be submitted to the State Controller and CDE. (Education Code 47605)

65. If the charter school receives state facilities funding pursuant to the Leroy F. Greene School Facilities Act (Education Code 17070.10-17079.30), annually report a detailed list of all expenditures of state funds and of the school's matching funds for completed projects, and submit an audit of completed facilities projects within one year of project completion (Education Code 41024)

Accountability

66. Annually adopt a school accountability report card (Education Code 47612; California Constitution, Article 16, Section 8.5)

UNIFORM COMPLAINT PROCEDURES

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

Complaints Subject to UCP

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

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing any program subject to the UCP which is offered by the district, including adult education programs; After School Education and Safety programs; agricultural career technical education; American Indian education centers and early childhood education program assessments; bilingual education; California Peer Assistance and Review programs for teachers; state career technical and technical education, career technical, and technical training programs; federal career technical education; child care and development programs; child nutrition programs; compensatory education; consolidated categorical aid programs; Economic Impact Aid; the federal Every Student Succeeds Act; migrant education; Regional Occupational Centers and Programs; school safety plans; special education programs; California State Preschool Programs; Tobacco-Use Prevention Education programs; and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5131.62 - Tobacco)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Programs and activities subject to UCP are:

Adult Education
After School Education and Safety
Agricultural Vocational Education

American Indian Education Centers and
Early Childhood Education Program Assessments
Bilingual Education
California Peer Assistance and Review Programs for teachers
Career Technical Education; Career Technical; Technical Training (state program)
Child Care and Development
Child Nutrition
Compensatory Education
Consolidated Categorical Aid
Course Periods without Educational Content (grades 9-12)
Economic Impact Aid
Education of Pupils in Foster Care, Pupils who are Homeless and former Juvenile Court Pupils now enrolled in a school district
English Learner Program
Every Student Succeeds Act/No Child Left Behind (Titles I-VII)
Local Control Accountability Plans
Migrant Education
Physical Education Instructional Minutes (grades 1-6)
Pupil Fees
Reasonable Accommodations to a Lactating Pupil
Regional Occupational Centers and Programs
School Safety Plans
Special Education
State Preschool
Tobacco Use Prevention Education

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

8. Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

9. Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)

10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)

11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

13. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

14. Any other complaint as specified in a district policy

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

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

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

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

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

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

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32280-32289 School safety plan, uniform complaint procedures
33380-33384 California Indian Education Centers
35186 Williams uniform complaint procedures
44500-44508 California Peer Assistance and Review Program for Teachers
46015 Parental leave for students
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49014 Student fees
49060-49079 Student records, especially:
49069.5 Records of foster youth
49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52160-52178 Bilingual education programs
52300-52462 Career technical education
52500-52616.24 Adult schools
54000-54029 Economic Impact Aid
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56865 Special education programs
59000-59300 Special schools and centers

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

EDUCATION CODE (continued)
64000-64001 Consolidated application process; school plan for student achievement
65000-65001 School site councils
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
104420 Tobacco-Use Prevention Education
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3080 Applicability of uniform complaint procedures to complaints regarding students with disabilities
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Sample UCP Board Policies and Procedures
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Family Policy Compliance Office: https://www2.ed.gov/policy/gen/guid/fpco
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/ocr
U.S. Department of Justice: http://www.justice.gov

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

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

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy

UNIFORM COMPLAINT PROCEDURES (continued)

2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities

4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred

5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(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)

6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints

7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant

8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable

10. A statement that copies of the district's UCP are available free of charge

UNIFORM COMPLAINT PROCEDURES (continued)

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

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

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

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

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

UNIFORM COMPLAINT PROCEDURES (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by persons who allege that they have personally suffered unlawful discrimination or who believe that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.

5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

UNIFORM COMPLAINT PROCEDURES (continued)

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Final Decision

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the district's final written decision at the same time it is provided to the complainant.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

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

UNIFORM COMPLAINT PROCEDURES (continued)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's final written decision, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

For all complaints, the district's final written decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:

   a. Statements made by any witnesses

   b. The relative credibility of the individuals involved

   c. How the complaining individual reacted to the incident

   d. Any documentary or other evidence relating to the alleged conduct

   e. Past instances of similar conduct by any alleged offenders

   f. Past false allegations made by the complainant

2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

   For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

   The determination of whether a hostile environment exists may involve consideration of the following:

   a. The manner in which the misconduct affected one or more students' education

   b. The type, frequency, and duration of the misconduct

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UNIFORM COMPLAINT PROCEDURES (continued)

   c. The relationship between the alleged victim(s) and offender(s)

   d. The number of persons engaged in the conduct and at whom the conduct was directed

   e. The size of the school, location of the incidents, and context in which they occurred

   f. Other incidents at the school involving different individuals

5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

   For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

   a. The corrective actions imposed on the respondent

   b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.

   c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence

6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)

2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)

3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support

3. Health services

4. Assignment of an escort to allow the victim to move safely about campus

5. Information regarding available resources and how to report similar incidents or retaliation

6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice

8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

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

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

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

UNIFORM COMPLAINT PROCEDURES (continued)

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

UNIFORM COMPLAINT PROCEDURES (continued)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, the respondent, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the district's decision has been appealed, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the written decision

3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision

4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator

5. A report of any action taken to resolve the complaint

6. A copy of the district's UCP

7. Other relevant information requested by CDE

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)

a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)

a. A semester begins and a teacher vacancy exists.

b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 - Staff Teaching English Learners)

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized

certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

   a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

      Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

   b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

      Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

      Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of

restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging

noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 - Environmental Safety)
(cf. 3517 - Facilities Inspection)

4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations, including any complaint alleging that: (Education Code 8235.5; Health and Safety Code 1596.7925)

   a. The preschool does not have outdoor shade that is safe and in good repair.

   b. Drinking water is not accessible and/or readily available throughout the day.

   c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.

   d. Restroom facilities are not available only for preschoolers and kindergartners.

   e. The preschool program does not provide visual supervision of children at all times.

   f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.

   g. Playground equipment is not safe, in good repair, or age appropriate.

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 8235.5, 35186; 5 CCR 4680)

The Superintendent or designee shall post in each K-12 classroom in each school a notice containing the components specified in Education Code 35186. In each license-exempt CSPP

classroom, a notice containing the components specified in Education Code 8235.5 shall be posted. (Education Code 8235.5, 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, or the preschool administrator or designee as appropriate, at the school in which the complaint arises. A complaint about problems beyond the authority of the principal or preschool administrator shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 8235.5, 35186; 5 CCR 4680)

Investigation and Response

The principal/preschool administrator or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within their authority. (Education Code 8235.5, 35186; 5 CCR 4685)

Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)

The principal/preschool administrator or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 8235.5, 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/preschool administrator or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal/preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5, 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 8235.5, 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 8235.5, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a or #4 in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the

principal/preschool administrator or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 8235.5, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 8235.5, 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 8235.5, 35186; 5 CCR 4686)

Legal Reference: (see next page)

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying
1240 County superintendent of schools, duties
8235-8239.1 California State Preschool Programs, especially:
8235.5 California State Preschool Program, complaints regarding health and safety issues
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card

35186 Williams uniform complaint procedures
35292.5-35292.6 Restrooms, maintenance and cleanliness
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
UNITED STATES CODE, TITLE 20
6314 Title I schoolwide program

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California County Superintendents Educational Services Association: http://www.ccsesa.org
California Department of Education, Williams case: http://www.cde.ca.gov/eo/ce/wc
State Allocation Board, Office of Public School Construction: http://www.opsc.dgs.ca.gov

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: K-12 COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

   Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

   Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

WILLIAMS UNIFORM COMPLAINT PROCEDURES

K-12 COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed

anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ❑ Yes ❑ No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Course title/grade level and teacher name: _____
Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

❑ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

❑ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

❑ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

❑ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

- ❑ A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

- ❑ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

- ❑ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

- ❑ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

- ❑ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

- ❑ For a school that serves students in any of grades 6-12 with 40 percent of more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.

- ❑ The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

_____
_____
_____
_____
_____
_____
_____
_____

Please file this complaint at the following location:

_____
(principal or designee)

_____
(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

_____ _____
(Signature) (Date)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair

2. Drinking water that is accessible and readily available throughout the day

3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children

4. Restroom facilities that are available only for preschoolers and kindergartners

5. Visual supervision of children at all times

6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time

7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

WILLIAMS UNIFORM COMPLAINT PROCEDURES

PRESCHOOL COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for

license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ❑ Yes ❑ No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

❑ The preschool does not have outdoor shade that is safe and in good repair.

❑ Drinking water is not accessible and/or readily available throughout the day.

❑ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.

❑ Restroom facilities are not available only for preschoolers and kindergartners.

❑ The preschool program does not provide visual supervision of children at all times.

❑ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.

❑ Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

_____
_____
_____
_____
_____
_____

Please file this complaint at the following location:

_____
(preschool administrator or designee)

_____
(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

_____ _____
(Signature) (Date)

ACCESS TO DISTRICT RECORDS

Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)
(cf. 9012 - Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code 6252)

Public Records

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)

(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)

2. Statistical compilations

3. Reports and memoranda

4. Notices and bulletins

5. Minutes of public meetings (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

6. Meeting agendas (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

7. Official communications between the district and other government agencies

8. District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law

(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3543 - Transportation Safety and Emergencies)
(cf. 7110 - Facilities Master Plan)

9. Initial proposals of exclusive employee representatives and of the district (Government Code 3547)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

10. Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)

(cf. 3320 - Claims and Actions Against the District)

11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)

(cf. 9270 - Conflict of Interest)

12. Documents containing names, salaries, and pension benefits of district employees

13. Employment contracts and settlement agreements (Government Code 53262)

(cf. 2121 - Superintendent's Contract)
(cf. 4117.5/4217.5/4317.5 - Termination Agreements)
(cf. 4141/4241 - Collective Bargaining Agreement)

14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access

public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

Confidential Public Records

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)

(cf. 5145.13 - Response to Immigration Enforcement)

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, and interagency or intradistrict memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254, 6254.25)

3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

ACCESS TO DISTRICT RECORDS (continued)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees may only be disclosed as follows: (Government Code 6254.3)

a. To an agent or a family member of the employee

b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties

c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

(cf. 4140/4240/4340 - Bargaining Units)

d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

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

4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

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

5. Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

(cf. 6162.51 - State Academic Achievement Tests)

6. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative

to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)

7. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code 6254)

8. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library, to persons authorized in writing by the individual to whom the records pertain, or by court order (Government Code 6254, 6267)

(cf. 6163.1 - Library Media Centers)

9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

(cf. 9124 - Attorney)

10. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

(cf. 9223 - Filling Vacancies)

12. Minutes of Board meetings held in closed session (Government Code 54957.2)

(cf. 9321 - Closed Session Purposes and Agendas)

13. Computer software developed by the district (Government Code 6254.9)

14. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)

ACCESS TO DISTRICT RECORDS (continued)

15. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

(cf. 5141.6 - School Health Services)

16. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

Inspection of Records and Requests for Copies

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request

2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request

3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request

4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.

2. The request would require data compilation, extraction, or programming to produce the record.

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

   If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist

3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

BUDGET

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with and reflects the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring

the fiscal health of the district.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3300 - Expenditures and Purchases)
(cf. 3460 - Financial Reports and Accountability)
(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Advisory Committee

The Superintendent or designee may appoint a budget advisory committee composed of staff, Board representatives, and/or members of the community.

The committee shall submit recommendations during the budget development process and its duties shall be assigned each year based on district needs. All recommendations of the committee shall be advisory only and shall not be binding on the Board.

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 3350 - Travel Expenses)
(cf. 9130 - Board Committees)
(cf. 9140 - Board Representatives)

Budget Criteria and Standards

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures,

use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. *Unduplicated students* are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 3110 - Transfer of Funds)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. *Nonspendable fund balance* includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact.

2. *Restricted fund balance* includes amounts constrained to specific purposes by their providers or by law.

3. *Committed fund balance* includes amounts constrained to specific purposes by the Board.

   For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. *Assigned fund balance* includes amounts which are intended for a specific purpose

but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.

5. *Unassigned fund balance* includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 7210 - Facilities Financing)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board may approve a plan for meeting the district's long-term obligations to fund contributions to the California Public Employees' Retirement System (CalPERS) which, to the extent possible, minimizes significant increases in annual general fund expenditures towards pension obligations. The plan may include prefunding required pension contributions through the California Employers' Pension Prefunding Trust Program pursuant to Government Code 21710-21716.

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

The Superintendent or designee shall annually present a report to the Board on the estimated accrued but unfunded cost of OPEBs. As a separate agenda item at the same meeting, the Board shall disclose whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

The Superintendent or designee shall annually present a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims and the actuarial reports upon which the estimated costs are based. As a separate agenda item at the same meeting, the Board shall disclose whether it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

BUDGET (continued)

Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate

projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal Reference:

EDUCATION CODE
1240 Duties of county superintendent of schools
33127-33131 Standards and criteria for local budgets and expenditures
41202 Determination of minimum level of education funding
42103 Public hearing on proposed budget; requirements for content of proposed budget
42122-42129 Budget requirements
42130-42134 Financial certifications
42140-42142 Disclosure of fiscal obligations
42238-42251 Apportionments to districts, especially:
42238.01-42238.07 Local control funding formula
42602 Use of unbudgeted funds
42610 Appropriation of excess funds and limitation thereon
45253 Annual budget of personnel commission
45254 First year budget of personnel commission
52060-52077 Local control and accountability plan
GOVERNMENT CODE
7900-7914 Appropriations limit
21710-21716 California Employer's Pension Prefunding Trust Program

Legal Reference continued: (see next page)

BUDGET (continued)

Legal Reference: (continued)

CODE OF REGULATIONS, TITLE 5
15060 Standardized account code structure
15440-15451 Criteria and standards for school district budgets
15494-15497 Local control funding formula, supplemental and concentration grant expenditures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS
Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December 2015
GOVERNMENT FINANCE OFFICERS ASSOCIATION
Best Practice: Fund Balance Guidelines for the General Fund, September 2015
GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS
Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015
Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009
WEB SITES
CSBA: http://www.csba.org
Association of California School Administrators: http://www.acsa.org
California Department of Education, Finance and Grants: http://www.cde.ca.gov/fg
California Department of Finance: http://www.dof.ca.gov
Fiscal Crisis and Management Assistance Team: http://www.fcmat.org
Government Finance Officers Association: http://www.gfoa.org
Governmental Accounting Standards Board: http://www.gasb.org
School Services of California, Inc.: http://www.sscal.com

BUDGET

Budget Advisory Committee

Membership of the district's budget advisory committee may include representatives of each of the following groups:

1. Governing Board members, provided that less than a majority of the Board serves on the committee

(cf. 9140 - Board Representatives)

2. District and school site administrators

3. Representatives of bargaining units

4. Certificated and/or classified staff

5. Parents/guardians

6. Representatives of the business community and/or other community members

7. Students

(cf. 1220 - Citizen Advisory Committees)
(cf. 2230 - Representative and Deliberative Groups)
(cf. 9130 - Board Committees)

The committee's duties may include, but are not necessarily limited to:

1. Making recommendations regarding budget priorities which align with the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans

2. Recommending cost reduction strategies, such as identifying services that may be reduced, made more efficient, or discontinued

3. Reviewing the clarity and effectiveness of budget documents and communications

4. Presenting progress reports on the committee's work and a final report of recommendations to the Superintendent or designee and to the Board

The specific duties of the committee shall be clearly defined and presented to each member in writing, along with any background information necessary for the successful completion of the committee's charges, the timelines for reporting the committee's progress, and timelines for completion of each task.

BUDGET (continued)

(cf. 3350 - Travel Expenses)

Public Hearing

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Superintendent or designee shall notify the County Superintendent of Schools of the location and dates at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing, as required by Education Code 42103.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties

2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve

3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may appear and object to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

(cf. 9323 - Meeting Conduct)

Budget Review Committee for Disapproved Budgets

If the district's budget is disapproved by the County Superintendent for any reason other than disapproval of the district's LCAP or annual update to the LCAP, the budget shall be

reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

This committee shall consist of either: (Education Code 42127.1, 42127.2)

1. Three persons selected by the Board from a list of candidates provided by the Superintendent of Public Instruction (SPI), who shall be selected within five working days after receiving the list of candidates

2. A regional review committee selected and convened by the County Superintendent with the approval of the Board and SPI

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent to develop and adopt, by December 31, a fiscal plan and budget that will allow the district to meet its current fiscal year and multiyear financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

FEES AND CHARGES

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for student participation in the district's educational program are made available to students at no cost.

No student shall be required to pay a fee, deposit, or other charge for participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 - Budget)
(cf. 6145 - Extracurricular and Cocurricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socioeconomic conditions of students' families and their ability to pay.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 3250 - Transportation Fees)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5143 - Insurance)
(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not prevent the district from soliciting for donations, conducting fundraising activities, or providing prizes or other recognition for participants in such activities and events. The Superintendent or designee shall emphasize that participation of students, parents/guardians, district employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. The district also shall not remove or threaten to remove from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 3290 - Gifts, Grants and Bequests)

The Superintendent or designee may provide information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

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

FEES AND CHARGES (continued)

Complaints

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification of uniform complaint procedures to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

Collection of Debt

The Superintendent or designee shall, in accordance with law, recover any debt owed to the district as a result of unpaid permissible student fees approved by the Board. However, the district shall not bill a current or former student for accumulated debt, nor take negative action against a student or former student because of such debt, including, but not limited to, any of the following: (Education Code 49014)

1. Denying full credit for any class assignment

2. Denying full and equal participation in any classroom activity

3. Denying access to the library or other on-campus educational facilities

4. Denying or withholding grades or transcripts

5. Denying or withholding a diploma

6. Limiting or barring participation in an extracurricular activity, club, or sport

7. Limiting or excluding the student from participation in an educational activity, field trip, or school ceremony

Legal Reference: (see next page)

Legal Reference:
EDUCATION CODE
8239 Preschool and wraparound child care services
8250 Child care and development services for children with disabilities
8263 Child care eligibility
8422 21st Century High School After School Safety and Enrichment for Teens programs
8482.6 After School Education and Safety programs
8760-8774 Outdoor science, conservation, and forestry programs

17453.1 District sale or lease of Internet appliances or personal computers to parents of students
17551 Property fabricated by students
19910-19911 Offenses against libraries
32033 Eye protective devices
32221 Insurance for athletic team member
32390 Fingerprinting program
35330-35332 Excursions and field trips
35335 School camp programs
38080-38086.1 Cafeteria establishment and use
38120 Use of school band equipment on excursions to foreign countries
39801.5 Transportation for adults
39807.5 Payment of transportation costs
39837 Transportation of students to places of summer employment
48050 Residents of adjoining states
48052 Tuition for foreign residents
48904 Liability of parent or guardian
49010-49013 Student fees
49014 Public School Fair Debt Collection Act
49065 Charge for copies
49066 Grades, effect of physical education class apparel
49091.14 Prospectus of school curriculum
49557.5 Unpaid school meal fees
51810-51815 Community service classes
52612 Tuition for adult classes
52613 Nonimmigrant foreign nationals
56504 School records; students with disabilities
60410 Students in classes for adults
GOVERNMENT CODE
6253 Request for copy; fee
CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system
CODE OF REGULATIONS, TITLE 5
350 Fees not permitted
4600-4687 Uniform complaint procedures
UNITED STATES CODE, TITLE 8
1184 Nonimmigrant students

Legal Reference continued: (see next page)

FEES AND CHARGES (continued)

Legal Reference: (continued)
COURT DECISIONS
Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251
Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513
Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Hartzell v. Connell (1984) 35 Cal. 3d 899
CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

WEB SITES

CSBA: http://www.csba.org

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

FEES AND CHARGES

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

(cf. 5143 - Insurance)

2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)

3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)

4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

(cf. 5142.1 - Identification and Reporting of Missing Children)

5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

(cf. 6142.5 - Environmental Education)

6. Reimbursement to the district for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)

7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, the district provides a waiver based on financial need, and an exemption is made for any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education (Education Code 39807.5)

(cf. 3250 - Transportation Fees)
(cf. 6159 - Individualized Education Program)
(cf. 6178.2 - Regional Occupational Center/Program)

FEES AND CHARGES (continued)

8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)

9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)

10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)

(cf. 0440 - District Technology Plan)
(cf. 6163.4 - Student Use of Technology)

11. An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

(cf. 6142.4 - Service Learning/Community Service Classes)

12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

(cf. 3514.1 - Hazardous Substances)
(cf. 5142 - Safety)

13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

(cf. 5125 - Student Records)

14. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

(cf. 1340 - Access to District Records)
(cf. 5020 - Parent Rights and Responsibilities)

15. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

FEES AND CHARGES (continued)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Funds)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3554 - Other Food Sales)

16. In accordance with law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)

17. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

(cf. 5111.1 - District Residency)
(cf. 5111.2 - Nonresident Foreign Students)

18. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

(cf. 6200 - Adult Education)

19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263)

(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

20. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

(cf. 5148.2 - Before/After School Programs)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

FEES AND CHARGES (continued)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)

Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

RECOVERY FOR PROPERTY LOSS OR DAMAGE

The Governing Board desires to create a safe and secure learning environment and to minimize acts of vandalism and damage to school property. When district property is damaged due to the willful misconduct of a student or other person, the district shall seek reimbursement of damages, within the limitations specified in law, from the parent/guardian of a minor child or from any other responsible individual.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515 - Campus Security)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131 - Conduct)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 5136 - Gangs)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The district may collect debt owed by a student or former student as a result of vandalism or to cover the replacement cost of district books, supplies, or property loaned to a student that the student willfully fails to return or that is willfully cut, defaced, or otherwise injured. However, this policy shall not apply to a student who is a current or former homeless or foster child or youth. (Education Code 48904, 49014)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

Rewards

The Board may offer and pay a reward for information leading to the determination of the identity of, and the apprehension of, any person who willfully damages or destroys any district property. (Government Code 53069.5)

The Board shall determine the appropriate amount for the reward.

The Superintendent or designee shall disburse the reward when the guilt of the person responsible for the act has been established by a criminal conviction or other appropriate judicial procedure. If more than one person provides information, the reward shall be divided among them as appropriate.

Legal Reference: (see next page)

RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)

Legal Reference:
EDUCATION CODE
19910 Libraries, malicious cutting, tearing, defacing, breaking or injuring
19911 Libraries, willful detention of property
44810 Willful interference with classroom conduct
48904 Liability of parent/guardian for willful misconduct
49014 Public School Fair Debt Collection Act
CIVIL CODE
1714.1 Liability of parent or guardian for act of willful misconduct by a minor
GOVERNMENT CODE
53069.5 Reward for information concerning person causing death, injury, or property damage

53069.6 Actions to recover damages
54951 Local agency, definition
PENAL CODE
484 Theft defined
594 Vandalism
594.1 Aerosol paint and etching cream
640.5 Graffiti; facilities or vehicles of governmental entity
640.6 Graffiti

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Judicial Council of California: http://www.courts.ca.gov

RECOVERY FOR PROPERTY LOSS OR DAMAGE

District employees shall report any damage to or loss of school property to the Superintendent or designee immediately after such damage or loss is discovered.

(cf. 3530 - Risk Management/Insurance)
(cf. 5131.5 - Vandalism and Graffiti)

The Superintendent or designee shall conduct a complete investigation of any instance of damage to or loss of school property and shall consult law enforcement officials when appropriate.

(cf. 3515.3 - District Police/Security Department)

When the individual causing the damage or loss has been identified and the costs of repair, replacement, or cleanup determined, the Superintendent or designee shall take all practical and reasonable steps to recover the district's costs and shall consult with the district's legal counsel and/or insurance carrier, as appropriate.

Such steps may include the filing of a civil complaint in a court of competent jurisdiction to recover damages from the responsible person and, if the responsible person is a minor, from the parent/guardian in accordance with law. Damages may include the cost of repair or replacement of the property, the payment of any reward, interest, court costs, and all other damages as provided by law.

If the responsible person is a minor student of the district and the student's parents/guardians are unable to pay for the damages or to return the property, the district shall offer a program of voluntary work for the student in lieu of the payment of monetary damages. The district may offer any other student or former student, with parent/guardian permission, the option to provide service, work, or other alternative, nonmonetary forms of compensation to settle the debt owed as a result of property loss or damage. Service or work exchanged for repayment of a debt shall comply with all provisions of the Labor Code related to youth employment. (Education Code 48904, 49014)

The Superintendent or designee may withhold the student's grades, diploma, and/or transcripts until the student's parents/guardians have paid for the damages or the voluntary work has been completed. Prior to withholding a student's grades, diploma, or transcripts, due process shall be afforded the student in accordance with law. (Education Code 48904)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

In addition, the Superintendent or designee shall initiate appropriate disciplinary procedures against the student.

(cf. 5131 - Conduct)
(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

NONDISCRIMINATION IN EMPLOYMENT

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, *employees* include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4111/4211/4311 - Recruitment and Selection)

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics**.**

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

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

(cf. 4151/4251/4351 - Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

   a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

   b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an

employee's religious belief, observance, or practice which conflicts with an employment requirement

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

c. Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

(cf. 4032 - Reasonable Accommodation)

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

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

Legal Reference: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
CIVIL CODE
51.7 Freedom from violence or intimidation
GOVERNMENT CODE
11135 Unlawful discrimination
11138 Rules and regulations
12900-12996 Fair Employment and Housing Act, especially:
12940-12952 Unlawful employment practices

12960-12976 Unlawful employment practices; complaints
PENAL CODE
422.56 Definitions, hate crimes
CODE OF REGULATIONS, TITLE 2
11006-11086 Discrimination in employment, especially:
11013 Recordkeeping
11019 Terms, conditions and privileges of employment
11023 Harassment and discrimination prevention and correction
11024 Sexual harassment training and education
11027-11028 National origin and ancestry discrimination
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 29
621-634 Age Discrimination in Employment Act
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age discrimination in federally assisted programs
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.7 Designation of responsible employee for Section 504

Legal Reference continued: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

Legal Reference: (continued)
CODE OF FEDERAL REGULATIONS, TITLE 34 (continued)
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
110.1-110.39 Nondiscrimination on the basis of age
COURT DECISIONS
Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863
Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS
California Law Prohibits Workplace Discrimination and Harassment
Transgender Rights in the Workplace
Workplace Harassment Guide for California Employers
Your Rights and Obligations as a Pregnant Employee
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
EEOC Compliance Manual
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
WEB SITES
California Department of Fair Employment and Housing: http://www.dfeh.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr
U.S. Equal Employment Opportunity Commission: http://www.eeoc.gov

Policy adopted: CSBA MANUAL MAINTENANCE SERVICE March 2019
All Personnel AR 4030(a)

NONDISCRIMINATION IN EMPLOYMENT

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

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

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

Assistant Superintendent, Human Resources
(position title)
1900 W. Olive Avenue, Burbank, CA 91506
(address)
(818) 729-4422
(telephone number)
sarahniemann@burbankusd.org
(email)

Measures to Prevent Discrimination

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

1. Display in a prominent and accessible location at every work site where the district has employees and post electronically on computers in a conspicuous location, the California Department of Fair Employment and Housing (DFEH) posters in regard to workplace discrimination and harassment and the rights of transgender employees (Government Code 12950)

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

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

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

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

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

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

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

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

   b. Sending the policy via email with an acknowledgment return form

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

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

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

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

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

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

   The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and motivates them to take action when they observe such

behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

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

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

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

Complaint Procedure

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

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

   The complainant may file a written complaint in accordance with this procedure or may first attempt to resolve the situation informally with the employee's supervisor.

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

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

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

AR 4030(d)

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

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

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

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

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

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

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

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

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

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint

against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

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

Other Remedies

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

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

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

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

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

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

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes

the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

OPTION 1:

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

PERSONAL ILLNESS/INJURY LEAVE (continued)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

OPTION 2:

After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

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

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

PERSONAL ILLNESS/INJURY LEAVE (continued)

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

   a. That an employee is entitled to accrue, request, and use paid sick days

b. The number of sick days provided by Labor Code 245-249

c. The terms of use of paid sick days

d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

44964 Power to grant leave of absence in case of illness, accident, or quarantine
44965 Granting of leaves of absence for pregnancy and childbirth
44976 Transfer of leave rights when school is transferred to another district
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
44977.5 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

44978 Provisions for sick leave of certificated employees
44978.1 Inability to return to duty; placement in another position or on reemployment list
44978.2 Leave for military service connected disability
44979 Transfer of accumulated sick leave to another district
44980 Transfer of accumulated sick leave to a county office of education
44981 Leave of absence for personal necessity
44983 Exception to sick leave when district adopts specific rule
44984 Industrial accident or illness
44986 Leave of absence for disability allowance applicant
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014
CODE OF REGULATIONS, TITLE 5
5601 Transfer of accumulated sick leave
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.702 Family and Medical Leave Act of 1993
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

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

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or the employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after

active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the

remainder of the 100 days shall be compensated at least 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Parental Leave

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at

least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous

assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued

absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall

be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

PERSONAL ILLNESS/INJURY LEAVE (continued)

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

   a. That an employee is entitled to accrue, request, and use paid sick days

   b. The number of sick days provided by Labor Code 245-249

   c. The terms of use of paid sick days

   d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE
45103 Substitute employees
45190 Leaves of absence and vacations
45191 Leaves of absence for illness and injury
45191.5 Leave for military service connected disability
45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted
45202 Transfer of accumulated sick leave and other benefits
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.702 Family and Medical Leave Act of 1993
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

Regulation approved:

CSBA MANUAL MAINTENANCE SERVICE
March 2019

WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or willfully does not return district property that has been loaned to the student, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, 49014)

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5125 - Student Records)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 6161.2 - Damaged or Lost Instructional Materials)

This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)

Before withholding a student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

(cf. 5145.6 - Parental Notifications)

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

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

When a student who is transferring into the district has had grades, a diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

Legal Reference: (see next page)

WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS (continued)

Legal Reference:

EDUCATION CODE

48904 Liability of parent

48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

48911 Suspension by principal, designee or superintendent

49014 Public School Fair Debt Collection Act

49069 Absolute right to access

GRADUATION CEREMONIES AND ACTIVITIES

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

High school students who have passed a high school equivalency test or the California High School Proficiency Examination may participate in graduation ceremonies. The specific test passed to satisfy the graduation requirements will be noted on the graduation program.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Elementary/Middle School Promotion Exercises

The Board desires that each elementary and middle school provide age-appropriate promotion exercises to recognize students who have completed the school's course of study.

Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

(cf. 1330 - Use of School Facilities)
(cf. 5145.2 - Freedom of Speech/Expression)

Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.

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

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

(cf. 5126 - Awards for Achievement)

Graduation Attire

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

(cf. 3260 - Fees and Charges)

Any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at the student's option, wear a military dress uniform at the ceremony. (Education Code 35183.3)

Students shall be permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary ceremonial attire, as long as the adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)

Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.

Disciplinary Considerations

Students are expected to comply with district and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies and activities except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.

(cf. 5131 - Conduct)
(cf. 5144 - Discipline)

During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.

High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE
35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
35183.3 Graduation ceremonies; military dress uniforms
38119 Lease of personal property; caps and gowns
48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts
51225.5 Honorary diplomas; foreign exchange students
51410-51413 Diplomas
COURT DECISIONS
Workman v. Greenwood Community School Corporation, (2010) Case No. 1:2010cv00293
Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092
Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290
Lee v. Weisman, (1992) 505 U.S. 577
Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863
Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools, February 2003
WEB SITES
AASA The School Superintendents Association: http://www.aasa.org
Antidefamation League: https://www.adl.org
California Department of Education, High School: http://www.cde.ca.gov/ci/gs/hs
U.S. Department of Education: http://www.ed.gov

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements

through the 2018-19 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

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

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

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

PARENTAL NOTIFICATIONS (continued)

When to	Education or Other Legal	Board Policy/ Administrative

Notify	Code	Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

PARENTAL NOTIFICATIONS (continued)

When to	Education or Other Legal	Board Policy/ Administrative

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

I. Annually (continued)

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

I. Annually (continued)

Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

II. At Specific Times During the Student's Academic Career

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. At Specific Times During the Student's Academic Career (continued)

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. At Specific Times During the Student's Academic Career (continued)

To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			

Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom in each school	Education Code 8235.5, 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures

CHILD CARE AND DEVELOPMENT

Licensing

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

   Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6174 - Education for English Learners)

3. A staff development program which complies with 5 CCR 18274

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

4. Parent/guardian involvement and education that comply with 5 CCR 18275 and include an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

(cf. 6020 - Parent Involvement)

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.23 - Asthma Management)
(cf. 5141.6 - School Health Services)

6. A community involvement component that complies with 5 CCR 18277

7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)

8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

9. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent/guardian survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

(cf. 0500 - Accountability)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If they meet all other requirements for employment or volunteering, as applicable, but need additional time to obtain and provide immunization records, they may

be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that they have been immunized as required. In addition, employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.

2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.

3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

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

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.

2. The family has a need for child care based on either of the following:

   a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

   b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

(cf. 5145.6 - Parental Notifications)

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the service is no longer wanted

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. (Education Code 8273.1)

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.

2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities

shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.

3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Health Examination and Information

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within six weeks of enrollment. (Education Code 8263)

(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)

The requirement for a physical examination and evaluation shall be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. (Education Code 8263)

However, a child may be exempted from the immunization requirements only if: (Education Code 8263; Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.

2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to the parent/guardian's personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)

(cf. 5141.22 - Infectious Diseases)

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)

2. Family emergency (Education Code 8208)

   A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

   An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

   Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the child's parent/guardian. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

Records

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by CDE.

(cf. 3580 - District Records)
(cf. 5125 - Student Records)

ACTIONS BY THE BOARD

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members

2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision

3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5

2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

ACTIONS BY THE BOARD (continued)

Challenging Board Actions

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

1. Stopping or preventing the Board's violation or threatened violation of the Brown Act

2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions

3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:

   a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

   b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

   c. The action is brought within the time required by Government Code 54960.2.

4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression

5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)

2. Agenda posting (Government Code 54954.2)

3. Closed session item descriptions (Government Code 54954.5)

4. New or increased tax assessments (Government Code 54954.6)

5. Special meetings (Government Code 54956)

6. Emergency meetings (Government Code 54956.5)

ACTIONS BY THE BOARD (continued)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.

Legal Reference:

EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17512 Leasing for production of gas, resolution requiring unanimous vote
17546 Private sale of personal property
17556-17561 Dedication of real property
35140-35149 Meetings
35160-35178.4 Powers and duties
48660-48661 Community day schools, establishment and restrictions
CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use
GOVERNMENT CODE
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing

Legal Reference continued: (see next page)

Legal Reference: (continued)

GOVERNMENT CODE (continued)
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance; prohibition against secret ballots
54960-54960.5 Actions to prevent violations
65352.2 Coordination with planning agency
PUBLIC CONTRACT CODE
3400 Bid specifications
20111 Contracts over $50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
20114 Repairs, maintenance, and improvements to district facilities by day labor or force account
22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance
22035 Repair or replacement of facilities in case of emergency
22050 Emergency contracting procedures
COURT DECISIONS
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2014
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Local Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010
WEB SITES
CSBA: http://www.csba.org
Institute for Local Government: http://www.ca-ilg.org
Office of the Attorney General: http://www.oag.ca.gov

ACTIONS BY THE BOARD

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

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

2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

11. Resolution to place a parcel tax on the ballot (Government Code 53724)

12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

13. When the district has a three-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

6. Resolution to award a contract for a public works project at $212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of $200,000 or less, all bids received are in excess of $200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

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

UNCONDITIONAL COMMITMENT LETTER

To: *(Name of district attorney or any interested person)*

The Governing Board of (*name of school district)* has received your cease and desist letter dated *(date)* alleging that the following past action taken by the Board violates the Ralph M. Brown Act: (*Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

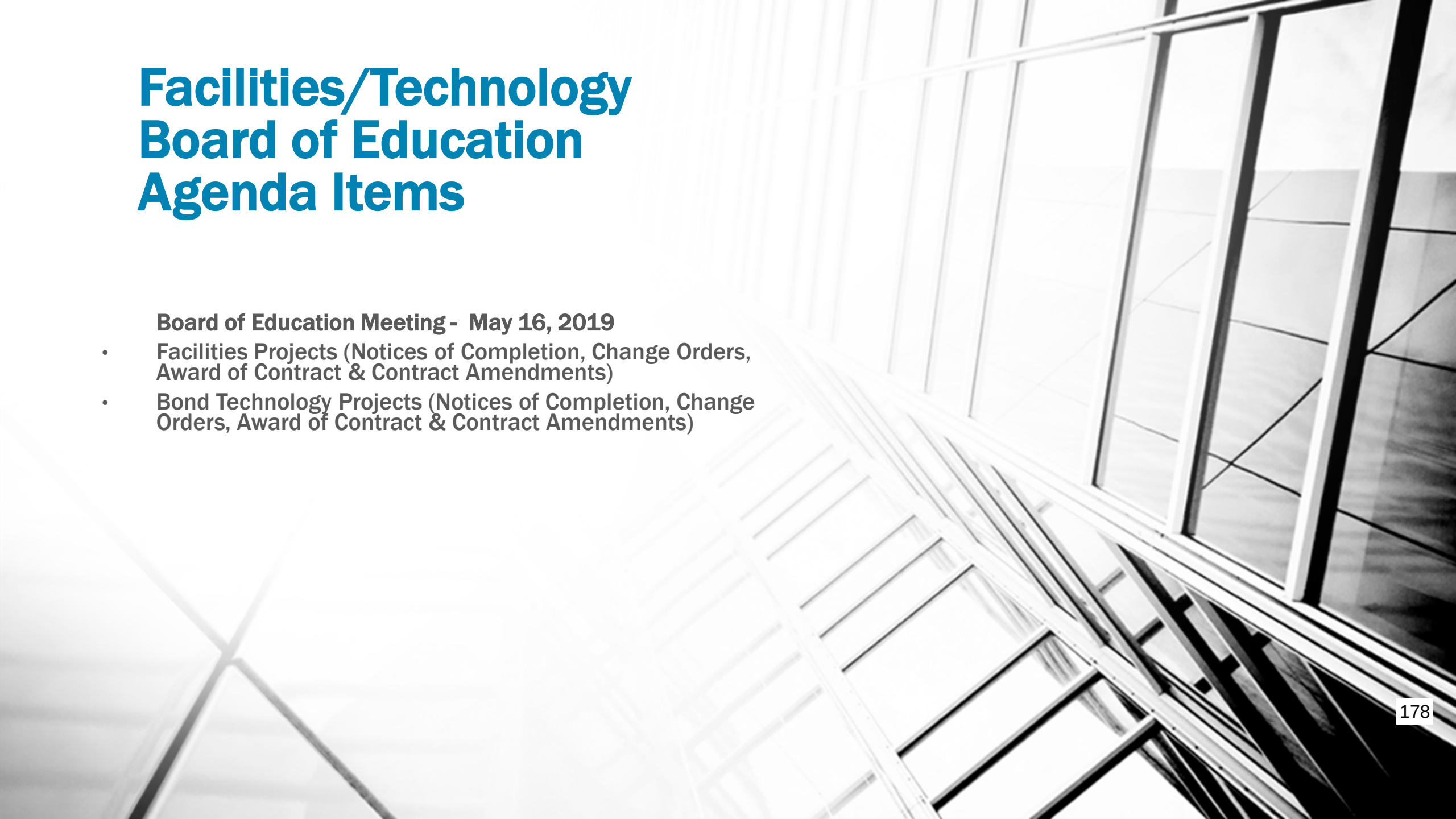
(Name)

(Title of Board President or other designee)

Facilities/Technology Board of Education Agenda Items

Board of Education Meeting - May 16, 2019

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



Award of Contract

Location – Walt Disney Elementary School
Project –Procurement of Braille Signage
Contractor – Braille Signs, Inc.
Reason - In order for the Division of State Architect (DSA) to stamp and approve the design of the proposed new 10 Classroom Modular project, some minor remedial DSA mandated work on two existing rest rooms has to be performed by installing signage in braille. The Americans with Disabilities Act (ADA) is federal legislation passed in 1990 that prohibits discrimination against people with disabilities. Part of the legislation requires that restroom facilities be compliant by providing signage in braille for people with visual impairments. $917 (Bond Fund)

Location – Walt Disney Elementary School
Project - Fabrication and Installation, Drinking Fountain Guard Rail
Contractor – Pilgrim Fence
Reason - The Americans with Disabilities Act (ADA) is federal legislation passed in 1990 that prohibits discrimination against people with disabilities. Part of the legislation requires that drinking fountains that protrude from a wall must have a protective barrier around them to prevent people with disabilities from colliding with them. $5,377 (Bond Fund)

Amended Agreement

Location - Magnolia Park
Project - Installation of Shade Structure
Contractor – Massadi Enterprise
Reason - Currently there is no shade structure at the picnic area for the students at Magnolia Park. This shade structure installation will provide shade for the students who eat outside in the lunch shelter. $3,400 SELPA

Approval of Extension, Bid No. 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds)

Location – Various
Project – Installation of Low Voltage Systems
Contractor – Intercom Clock and Signal Service

On June 21, 2018, the Board of Education approved the extension of the Annual Low Voltage Unit Price Bid for Public Works Contracts, Bid No.1516-059, 2016, Intercom Clock and Signal Service, Various Sites, for the fiscal year 2018-2019.

Approval of this extension will allow the District to continue the annual contract period with Intercom Clock and Signal Service for fiscal year 2019-2020 utilizing the original 2016 unit prices.

The District has received a Memo of Understanding from Intercom Clock and Signal Service indicating they will renew the contract without a Consumer Price Index increase.
(Various Funds)

Approval of Rejection of All Bids, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School (Bond Fund)

<u>Location – Theodore Roosevelt Elementary School</u>
Project –Installation of Asphalt for Playground and Parking Lot Expansion.

The submitted bids were as follows:

DBMC, Inc. $707,536

Chalmer's Construction $563,500

Based on the review of the bids, it was apparent that it would be in the best interest of the District to reject all bids. Both bid providers will be notified of the rejection of all bids via letter on May 17, 2019.

Approval of Rejection of All Bids, CUPCCAA Bid 1819-036, Restroom Upgrade Site Work, Kindergarten Area, Providencia Elementary School (Bond Fund)

Location – Theodore Roosevelt Elementary School

Project: **Restroom Upgrade Site Work, Kindergarten Area, Providencia Elementary School**

The submitted bids were as follows:

DBMC, Inc. $144,624.

Chalmer's Construction $133,400.

Based on the review of the bids, it was apparent that it would be in the best interest of the District to reject all bids. Both bid providers will be notified of the rejection of all bids via letter on May 17, 2019.

Approval of Deductive Change Order No. 1, Professional Services Agreement, Gkkworks, New Installation and/or HVAC replacement, Low Voltage, William McKinley, Thomas Edison, Walt Disney, Robert Louis Stevenson and Theodore Roosevelt Elementary Schools, Phase II (Bond Fund)

On January 31, 2019, the District provided Gkkworks with a notice of intent to terminate their contract pursuant to Article 12, Termination of Agreement, section 12.1 "Termination by District". The termination of this contract is for the District's convenience and is no reflection on the firm or the services they have provided to the District.

This deductive change order is to un-encumber the remaining balance for (262,837.89) on PO 19001423.

William McKinley, ($50,825.82)
Thomas Edison, ($53,845.30)
Walt Disney, ($52,984.90)
Robert Louis Stevenson, ($56,219.89)
Theodore Roosevelt, ($48,961.98)

Facilities/Technology
Board of Education Items

Bond Technology Projects:
Notice of Completion, Change Orders,
Award of Contract & Contract Amendments

Notices of Completion

Location – Burbank High School
Project – E- Rate 2015 Technology Network Electronics,
Contractor –Nexus IS (Dimension Data)
Final Contract Amount - $ 24,483.67 (Bond Fund)

Location – John Burroughs High School
Project – E- Rate 2015 Technology Network Electronics,
Contractor –Nexus IS (Dimension Data)
Final Contract Amount - $277,767.43 (Bond Fund)

Location – Luther Burbank Middle School
Project – E- Rate 2015 Technology Network Electronics,
Contractor –Nexus IS (Dimension Data)
Final Contract Amount - $ 129,738.91 (Bond Fund)

Location – Luther Burbank Middle School
Project – E- Rate 2015 Technology Network Electronics,
Contractor –Nexus IS (Dimension Data)
Final Contract Amount - $ 158,689.11 (Bond Fund)



BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	May 16, 2019
SUBJECT:	Adoption of Resolution 32 Proclaiming the Week of May 19, 2019 through May 25, 2019 as Classified Employee Week

Background
The California Legislature adopted the third full week of May of each year as Classified Employee Week, by passage of SB 1552 (Campbell) in 1986. There are over 230,000 classified employees represented by the California School Employees Association statewide. The week of May 19–25, 2019 will be celebrated by school districts and school workers across the state in recognition of the many contributions classified professionals make to the education community.

Discussion/Issues
The Burbank Unified School District honors its outstanding classified employees. Therefore, the Board of Education wishes to adopt the formal resolution that follows, to show their appreciation for the positive impact that the District's Classified Employees have on students and the entire community. On behalf of more than 800 Classified Employees represented by the California School Employees Association Local Chapter 674, the District joins the state Legislature and hundreds of school boards in adopting a resolution declaring the week of May 19–25, 2019 as Classified Employee Week.

Fiscal Impact
None

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education adopt Resolution 32 proclaiming the week of May 19, 2019 through May 25, 2019 as Classified Employee Week, as presented.

RESOLUTION 32 PROCLAIMING PROCLAIMING MAY 19-25, 2019 AS CLASSIFIED EMPLOYEE WEEK

Whereas: The efforts of the classified staff members of the Burbank Unified School District are essential to the successful operation of the District's programs; and

Whereas: The many contributions made by classified employees should be publicly recognized; and

Whereas: Classified employees serve the community of Burbank through their support of students in the classrooms, offices, and facilities of the District; and

Whereas: Classified employees contribute to the establishment and promotion of a positive instructional environment; and

Whereas: Classified employees provide knowledge, skills, and expertise that are relied upon throughout the District on a daily basis; and

Whereas: Classified employees serve a vital role in providing for the welfare and safety of the Burbank Unified School District's students; and

Whereas: Classified employees of the Burbank Unified School District strive for excellence in all areas relative to the educational community; and

Whereas: Classified employees, often unrecognized, deserve special recognition for their contributions to our children in the City of Burbank, the State of California, and the nation; and

NOW, THEREFORE, BE IT RESOLVED, That the Board of Education extends its sincere appreciation to the classified employees of the Burbank Unified School District and encourages the community to recognize and honor their contribution to a quality education and celebrate the accomplishments of the District's classified staff, and hereby proclaims the Week of May 19, 2019 through May 25, 2019, Classified Employee Week

I HEREBY CERTIFY that Resolution 32 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 16th day of May, 2019.

Ayes:
Noes:
Abstain:
Absent:

_____
Clerk, Board of Education

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 16, 2019
SUBJECT:	Adoption of Resolution 33 in Support of Pride Month, June, 2019

Background:
The Burbank Unified School District is committed to creating a safe environment for all students, but has an additional concern for Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) students who are most at-risk for feelings of isolation, depression, and suicidal ideations or attempts. This is reflected in the adoption of the Mental Health and Wellness Master Plan in April of 2016.

LGBTQ Pride Month is celebrated each year in June to recognize and commemorate the 1969 Stonewall riots. The riots were protesting a police raid at the Stonewall Inn in Greenwich Village in New York City. It is considered to be the event that launched the movement for LGBTQ rights in the United States. Although there has been some positive change since then, there is still a need to continue the work for acceptance in District schools.

District Wide Goals for 2018-2019:
7. Create a positive school climate by maintaining a safe environment and developing a sense of belonging for all students and staff.
7.3 Continue to implement and further develop curriculum for use in grade 11 U.S. History classes that addresses the contribution the LGBTQ (Lesbian, Gay, Bisexual, Transgender, and Questioning) community has made in California and American history.
7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion and Issues:
The District supports Pride Month and would like to highlight its continued support for all LGBTQ students and their families. The District continues to convene teachers regularly for the purpose of reviewing and developing curriculum. In addition, with the approval of the Mental Health and Wellness Plan by the Board of Education in April, 2016, the District will be placing greater efforts in supporting students before they are in crisis.

Fiscal Impact:
There is no fiscal impact.

Recommendation:
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education adopt Resolution 33 in Support of Pride Month, June, 2019, as presented.

RESOLUTION 33 PROCLAIMING JUNE, 2019
AS THE BURBANK UNIFIED SCHOOL DISTRICT'S
LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND
QUEER/QUESTIONING (LGBTQ) PRIDE MONTH

WHEREAS, the Burbank Unified School District ("District") models, advocates, actively supports, and promotes the inclusive and respectful treatment of all students, staff, family members, and community members;

WHEREAS, the District believes that all students should be able to attend school in a safe and inclusive environment free from discrimination;

WHEREAS, the District is firmly committed to providing a safe, nurturing, and tolerant environment in our schools;

WHEREAS, the District is firmly committed to school safety for all students, staff, and family members, including the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ) community or those that may be perceived as such;

WHEREAS, the District believes that sexual orientation and gender expression-biased bullying are among the most common forms of harassment in schools and the lack of awareness and understanding of these issues have contributed to a higher rate of isolation, depression, and suicidal ideations or attempts;

WHEREAS, the significantly higher rates of school dropout, academic failure and school disengagement among LGBTQ youth across the country are attributed to peer harassment and bullying;

WHEREAS, children who do not conform to gender stereotypes are more likely to be targets of harassment and bullying;

WHEREAS, all District schools must strive to ensure that Burbank schools are consistently safe and affirming spaces for all students, staff and their families;

WHEREAS, pursuant to Education Code section 200, it is the policy of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other protected characteristic, equal rights and opportunities in the educational institutions of California;

WHEREAS, pursuant to Education Code section 201, all California's public schools have an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity;

WHEREAS, pursuant to the Education code section 51933 (California Healthy Youth Act), and Board Policy 6142.1, all California's public schools must provide comprehensive sexual health education to encourage the development of healthy attitudes of adolescent growth and development, body image, gender, sexual orientation, and relationships, and ensure that sexual health education does not promote outdated gender norms;

WHEREAS, the Student Success and Opportunity Act of 2013 strengthened protections for transgender students and affirmed that all students should be recognized and participate in activities by their gender of identity;

WHEREAS, the District endorses training for educators and other school related professionals to support all students dealing with the issues of sexual orientation, gender identity, and gender expression;

WHEREAS, the District recognizes LGBTQ as a protected group and addresses discrimination based upon sexual orientation, gender identity and gender expression;

WHEREAS, the District recognizes that education regarding LGBTQ issues increases understanding and cultivates acceptance of and respect for LGBTQ students;

WHEREAS, the month of June provides an opportunity to celebrate and value the identities and contributions of the LGBTQ community;

WHEREAS, a knowledge of LGBTQ history for all students enables LGBTQ students, families, and educators to be supported by the District community to uphold affirmative lives with dignity and respect;

WHEREAS, by recognizing Pride Month, the District demonstrates support of policies, practices and curriculum that honor and respect LGBTQ students, staff and their families;

NOW, THEREFORE, BE IT RESOLVED, the Burbank Unified School District Board of Education hereby designates June, 2019 as Pride Month and directs the Superintendent and all District staff to support policies, practices, and curricula that respect LGBTQ students and their families throughout the school year.

PASSED, APPROVED, AND ADOPTED this 16th day of May, 2019, at a meeting of the Burbank Unified School District Board of Education, Los Angeles County, California.

Ayes:

Noes:

Abstain:

Absent:

_____

Clerk, Board of Education

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	May 16, 2019
SUBJECT:	Adoption of Resolution 34 Calling for Support of SB 217 (Portantino), SB 729 (Portantino/Roth/Beall), SCA 5 (Hill and Allen), AB 39 (Muratsuchi), and AB 428 (Medina) to Increase Funding for California's Public Schools

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Background:

California is the nation's most populous and wealthiest state and has the fifth largest economy in the world, and the largest Gross Domestic Product (GDP) of any state in the nation, but despite California's leadership in the global economy, the state falls in the nation's bottom quintile on nearly every measure of public K-12 school funding and school staffing.

K-12 school funding has not substantially increased, on an inflation-adjusted basis, for more than a decade; and under the Local Control Funding Formula (LCFF), state funding for K-12 schools has only this year recently returned to levels predating the Great Recession of 2007 after factoring in inflation. The modest revenue increases since the implementation of the LCFF California school districts have received have been eroded by rapidly increasing costs for health care, pensions, special education, and transportation and utilities.

Discussion/Issues:

State representatives have introduced several public education funding bills that would help to alleviate the inadequate funding California public school districts currently receive. A summary of the changes proposed in these bills is contained in the attached Resolution.

Fiscal Impact:

Passage of these bills will increase funding for BUSD schools.

Recommendation:

Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 34 calling for support of SB 217 (Portantino), SB 729 (Portantino/Roth/Beall), SCA 5 (Hill and Allen), AB 39 (Muratsuchi), and AB 428 (Medina) to increase funding for California's public schools and directing the Superintendent to send letters of support urging the State Legislature to pass, and the Governor to sign, this critical legislation, as presented.

RESOLUTION 34 CALLING FOR SUPPORT OF SB 217 (Portantino), SB 729 (Portantino/Roth/Beall), SCA 5 (Hill), AB 39 (Muratsuchi) and AB 428 (Medina) TO INCREASE FUNDING FOR CALIFORNIA'S PUBLIC SCHOOLS

WHEREAS, California is the nation's most populous and wealthiest state and has the fifth largest economy in the world, and the largest Gross Domestic Product (GDP) of any state in the nation; and

WHEREAS, despite California's leadership in the global economy, the state falls in the nation's bottom quintile on nearly every measure of public K-12 school funding and school staffing; and

WHEREAS, California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil–teacher ratios and 48th in pupil–staff ratios; and

WHEREAS, K-12 school funding has not substantially increased, on an inflation-adjusted basis, for more than a decade; and

WHEREAS, under the Local Control Funding Formula (LCFF), inflation-adjusted state funding for K-12 schools has only this year recently returned to levels predating the Great Recession of 2007; and

WHEREAS, the modest revenue increases since the implementation of the LCFF have been eroded by rapidly increasing costs for health care, pensions, special education, transportation and utilities; and

WHEREAS, 58 percent of California's public school students are eligible for free and reduced-price lunch—13 percent above the national average—and 23 percent of California students are English learners, more than twice the national average; and

WHEREAS, California's investment in public schools is out of alignment with its wealth, its ambitions, its demographics and the demands of a 21st-century education; and

WHEREAS, California funds schools at roughly $1,961 per student less than the national average, which translates to approximately $3,462 per student when adjusted for California being a high-cost state; and

WHEREAS, California trails the average of the top 10 states by almost $7,000 in per-pupil funding; and

WHEREAS, in order to prepare our students for participation in a democratic society and an increasingly competitive, technology-driven global economy, California must fund schools at a level sufficient to support student success; and

WHEREAS, if California is to close opportunity and achievement gaps and create a public school system that offers consistently high levels of education, the State must provide schools with the resources to meet the needs of their specific populations; and,

WHEREAS, the Burbank Board of Education passed CSBA's "Full and Fair Funding Resolution" to advocate for more funding for public education, which called for _____

WHEREAS, on May 22, 2019, a Burbank Board of Education Member, the Superintendent of Schools, and leadership of the Burbank Teachers' Association will travel to Sacramento to advocate for more funding.

WHEREAS, State representatives have introduced the following public education funding bills:

- **SB 217 (Portantino/Roth/Beall): Special Education: Individuals with exceptional needs,** which would create the Early Intervention Grant Program to increase inclusive access to early education programs for children with exceptional needs and expands eligibility for transitional kindergarten to include children with exceptional needs turning five years old at any time during the school year.
- **SB 729 (Portantino): Local Control Funding Formula: School districts and charter schools**, which would, notwithstanding the specified cost-of-living adjustment, increase the LCFF base grant by a 5.16% cost-of-living adjustment.
- **SCA 5 (Hill/Allen): Taxation: School districts: parcel tax**, which would lower the threshold for imposition of a special tax by a city, county, or school district to 55% from the current requirement of approval by 2/3 of the voters of the city, county, or district voting on that tax.
- **AB 39 (Muratsuchi): Education finance: LCFF funding increase**, which would state the Legislature's intent for the 2020-21 fiscal year, setting the LCFF grade-span adjusted base grants to equal the following amounts in order to meet the national average in per pupil funding:

  - $12,188 for grades K-3
  - $12,377 for grades 4-6
  - $12,475 for grades 7-8
  - $14,768 for grades 9-12; and

- **AB 428 (Medina): Special Education funding**, which would establish a funding mechanism to support special education preschool programs, by adding preschoolers to the AB 602 funding formula; addressing long-standing inequities by equalizing special education funding rates to the 95th percentile; and providing a supplemental grant to support students with greater needs. This bill would also allow school districts to calculate a declining enrollment adjustment based on district, rather than SELPA, average daily attendance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Burbank Unified School District supports the proposed legislation to increase public school funding and directs the Superintendent to send letters of support urging the State Legislature to pass, and the Governor to sign, this critical legislation.

I HEREBY CERTIFY that Resolution 34 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 16th day of May, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Clerk, Board of Education

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tom Kissinger, Assistant Superintendent, Educational Services
PREPARED BY:	Tom Kissinger, Assistant Superintendent, Educational Services
SUBMITTED BY:	Teri Smith, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Adoption of Resolution 35 for Fundraising Restrictions 2019-2020

Background:
At a time when the District has been operating at a structural deficit and has had to engage in budget savings measures, Staff and the Board of Education want to ensure that any and all fundraising efforts or programs are aligned with the District's goals and objectives. To this end, it is critical that all staff, community, and parent volunteers are aware that the District cannot afford for site-based fundraising programs to engage in new initiatives that may divert revenue from our currently existing programs.

Discussion/Issues:
In addition, school sites will now need to fundraise without the assistance and monitoring from the Burbank Schools Boosters Association (BSBA) as they are disbanding as of June 30, 2019. Due to the District's financial situation, the District needs to maximize all of its resources, including donated funds. As such, for the 2019-2020 school year, school sites and their affiliated fundraising committees or booster organizations may not fundraise for **new** programs or **new** site needs. Fundraising for all programs that were funded by schools or booster organizations during the 2018-19 school year may continue through Site Fundraising Committees. School sites and school sites and their affiliated fundraising committees or booster organizations may fundraise to restore positions and services that were eliminated during the 2019-20 school year.

Fiscal Impact:
There is no fiscal impact.

Recommendation:
Tom Kissinger, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 35, Funding Restrictions 2019-2020 School Year, as presented.

RESOLUTION 35 – FUNDRAISING RESTRICTIONS 2019-2020 SCHOOL YEAR

Whereas: Education is the most vital activity that we, as a society, undertake to ensure the well-being of the nation; and

Whereas: Fundraising to pay for additional/or extra-curricular services for schools is an essential part to the education of our children; and

Whereas: School sites will need to maximize all resource, including donation efforts to sustain current program and services: and

Whereas: For the 2019-2020 school year, school and booster organizations may not raise funds for **new** programs or **new** site needs: and

Whereas: Fundraising for all programs that were funded during the 2018-2019 may continue. Fundraising efforts to restore positions and services will be allowed, if continuing:

NOW, THEREFORE, BE IT RESOLVED, That the Burbank Unified School District Board of Education hereby declares the Fundraising Restrictions noted above for the 2019-2020 school year.

I HEREBY CERTIFY that Resolution 35 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 16th day of May, 2019.

Ayes:

Noes:

Abstain:

Absent:

_____

Clerk, Board of Education

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Director, Secondary Education
PREPARED BY:	John Paramo, Director, Secondary Education
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Amended Class Schedule at Luther Burbank Middle School

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Background:

Currently, Luther Burbank Middle School has a schedule that has 62 minutes for the 1st period of the day. The period after lunch has 68 minutes. The other periods of 53 minutes of instructional time. The extra minutes in the first period were created to allow for the school daily bulletin. The period after lunch has 15 extra minutes embedded to allow for sustained silent reading.

District Wide Goals for 2018-2019:

1. Improve learning and achievement for targeted subgroups of students.
7. Create a positive school climate by maintaining a safe environment and developing a sense of belonging for all students and staff.

Discussion and Issues:

Luther Burbank Middle School would like to implement a reformatted bell schedule for the upcoming 2019 – 2020 school year. The new schedule will have a dedicated Homeroom/advisory period to start each school day. The block of time will be 20 minutes in length on Mondays, Wednesdays, Thursdays, and Fridays. Tuesdays Homeroom/advisory period will be 19 minutes in length. The existing bell schedule will be re-purposed for this new block of time to be created. This will result in equity of instructional minutes for all class periods. Regular days, will have 53 minute instructional periods. Tuesdays will have 46 minute instructional periods. The proposed change will not impact start times or end times. School will begin at 8:00 a.m. and end at 3:00 p.m. on regular days. Tuesdays, will still start at 8:00 a.m. and end at 2:15 p.m. Proposed activities that will take place during homeroom/advisory: (1) social emotional learning curriculum via Second Step (2) Sustained Silent Reading, and (3) academic intervention.

There are a number of benefits for students and the school with this new proposed change: (1) students will grow and develop academically, emotionally, morally, and socially (2) develop a personal relationship with an adult figure and become a member of a small peer group (3) increase the sense and belonging and connectedness to the Luther Burbank Middle School Community, and (4) promote implementation of school-wide PBIS.

Current Bell Schedules

Regular Days

Period 1	8:00 -9:02
Period 2	9:07-10:00
Nutrition	10:00-10:13
Period 3	10:18-11:11
Period 4	11:16-12:09
Lunch	12:09-12:49
Period 5	12:54-2:02
Includes 15 mins of silent reading	
Period 6	2:07-3:00

Tuesday

Period 2	8:00-8:52
Period 3	8:57-9:43
Nutrition	9:43-9:56
Period 4	10:01-10:47
Period 5	10:52-11:38
Lunch	11:38-12:18
Period 6	12:23-1:24
Includes 15 mins of silent reading	
Period 1	1:29 -2:15

Proposed New Schedule Regular Days

Advisory	*8:00 AM*	*8:20 AM*	*0:20*
Period 1	*8:25 AM*	*9:18 AM*	*0:53*
Period 2	*9:23 AM*	*10:16 AM*	*0:53*
Nutrition	*10:16 AM*	*10:28 AM*	*0:12*
Period 3	*10:33 AM*	*11:26 AM*	*0:53*
Period 4	*11:31 AM*	*12:24 PM*	*0:53*
Lunch	*12:24 PM*	*1:04 PM*	*0:40*
Period 5	*1:09 PM*	*2:02 PM*	*0:53*
Period 6	*2:07 PM*	*3:00 PM*	*0:53*

Proposed Tuesday Schedule

Advisory	8:00 AM	8:19 AM	0:19
Period 1	8:24 AM	9:10 AM	0:46
Period 2	9:15 AM	10:01 AM	0:46
Nutrition	10:01 AM	10:13 AM	0:12
Period 3	10:18 AM	11:04 AM	0:46
Period 4	11:09 AM	11:55 PM	0:46
Lunch	11:55 PM	12:35 PM	0:40
Period 5	12:40 PM	1:22 PM	0:46
Period 6	1:27 PM	2:15 PM	0:46

Process:

The proposed change was presented to the entire stakeholder groups of Luther Burbank Middle School. Per BTA contract, there was an anonymous vote. In total, 42 BTA members voted. There were 28 in favor of the change. Fourteen voted to keep the schedule as it exists. This amounted to a 67% approval vote for changing the schedule. CSEA members were asked to give their input in survey form. Total members surveyed was 22. There were 15 members in favor of changing the schedule and seven members who voted to keep the schedule as it exists. This amounted to 68% of those surveyed showing approval for the change. A total of 205 parents/guardians were surveyed. There were 143 in favor of changing the schedule. Sixty-two wanted to keep the schedule as it exists. This amounted to 70% of those surveyed showing approval for the change. Our learners were also surveyed. Out of the 562 learners who took the survey, 292 were in favor of the schedule change and 270 wanted to keep the schedule as it exists. This amounted to 52% of those surveyed showing approval for the change.

Fiscal Impact:

There is no additional cost to the schedule change.

Recommendation:

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the amended class schedule for Luther Burbank Middle School, effective August 12, 2019, as presented.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	May 16, 2019
SUBJECT:	Appointment of Members/Alternate Members to the School Facilities Oversight Committee (SFOC) and Reappointment of Three Members

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Background

The School Facilities Oversight Committee (SFOC) is a Board-appointed committee of independent citizens, initially established in 1997. After successfully passing Bond Measure S in March of 2013, the Committee now falls under the provisions of Proposition 39. The purpose of the Committee shall be to inform the public at least annually in a written report concerning the expenditure of the bond proceeds.

The Committee shall consist of at least seven (7) members (and may be larger) to serve for a term of two (2) years, without compensation, and for no more than three (3) consecutive terms. The Committee may not include any employee or official of the school district or any vendor, contractor, or consultant of the school district. The Committee must include all of the following:

(a) One member who is active in a business organization representing the business community located within the school district;

(b) One member active in a senior citizen's organization;

(c) One member active in a bona fide taxpayer association;

(d) For a school district, one member shall be the parent or guardian of a child enrolled in the district; and

(e) For a school district, one member shall be both a parent or guardian of a child enrolled in the district and active in a parent-teacher organization, such as the Parent Teacher Association or school site council.

The Board of Education and the current SFOC members have previously stated a preference for maintaining a membership of nine (9) on this committee, two more than the legally required minimum.

Alternate Members

A maximum of ten (10) alternate members ("Alternates") may be appointed by the Board in the same manner as Committee members. Alternates are non-voting participants in the processes of the Committee. The Board will consider Alternates when vacancies occur on the Committee, but reserves the right to seek new Committee members from outside of the pool of Alternates. Such

consideration is subject to the Alternate having a completed application on file, being qualified and/or nominated within the category listed that corresponds with the vacancy, and meeting the Qualification Standards, which state that committee members:

(1) Be at least 18 years of age and a resident of the state in accordance with Government Code section 1020;
(2) Not be an employee or officer of the District, or a member of their immediate family as defined in the Political Reform Act, Government Code section 82019, and 2 California Code of Regulations section 18229;
(3) Not be a vendor, contractor, or consultant of the District, or a member of the immediate family of any one of the preceding.

There is currently one Alternate Member, as shown below:

Alternates	Business Organization	Senior Citizens' Organization	Taxpayers' Group	Parent	Parent Active in PTA/SSC
John Burckart				X	

Discussion/Issues:

Unless otherwise approved by the Board of Education, members of the SFOC shall serve for a term of two years without compensation and for no more than three consecutive terms.

The table that follows shows the current membership roster and primary area of representation (X). Four (4) terms of office are due to expire on May 30, 2019 and five (5) terms of office are due to expire on May 31, 2020. As member Michael Moynahan will be completing his third term, he will "term out" on May 31, 2019. In May of 2020, the third terms of Walter Brennan, David Carletta, Greg Jackson, Debbie Kukta, and Barbara Miller will expire, creating five additional vacancies.

Current Members	Assumed Office/ Term (#)	Term Expires	Business Organization	Senior Citizens' Organization	Taxpayers' Group	Parent	Parent Active in PTA/SSC
Walter Brennan	4/2013 (3)	5/2020		X			
David Carletta	4/2013 (3)	5/2020	X				
Elena Hubbell	5/2015 (2)	5/2019		X			
Greg Jackson	12/2013 (3)	5/2020			X		
Debbie Kukta	4/2013 (3)	5/2020	X				
Barbara Miller	4/2013 (3)	5/2020					X
Michael Moynahan	4/2013 (3)	5/2019				X	
Brian Smith	5/2015 (2)	5/2019				X	
Janet Diel	3/2018 (1)	5/2019		X			

A solicitation for new Members/Alternate Members yielded a good response and copies of these applications accompany this report. It has been established that the sole Alternate Member, John Burckart, is unable to serve either as a member or as an alternate due to work commitments. Current SFOC Members Brian Smith, Janet Diel, and Elena Hubbell have all expressed a willingness to be reappointed.

In order to maintain a membership of nine (9) members, the Board must appoint at least one voting member to replace Mr. Moynahan prior to the expiration of his term on May 31, 2019, and consider reappointing the three members whose terms are expiring on May 31, 2019. Additionally, the Board may appoint up to ten (10) alternate members who could eventually become voting members as existing members' terms expire or members resign from the Committee.

Fiscal Impact

There is no fiscal impact.

Recommendation

Matt Hill, Superintendent, recommends that the Board of Education appoint at least one (1) member to the School Facilities Oversight Committee, effective June 1, 2019, to assume a term expiring May 31, 2021, appoint up to ten (10) alternate members, and reappoint current SFOC members Brian Smith, Janet Diel, and Elena Hubbell to two-year terms effective June 1, 2019 through May 31, 2021, as presented.

RECEIVED
SUPERINTENDENT'S OFFICE
2019 APR 22 P 3:40
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Ken Adams Email: KenAdams@gmail.com

Address: [redacted] Catalina ST, Burbank

Phone: Home: 818 [redacted] Work: 818 [redacted] Cell: 818 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 12 years Are you a registered voter? yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☒ Parent Active in PTA/SSC

Educational background: BA of Liberal Arts from CSUN
A BS From DeVry in Long Beach

Name of employer and position held: LAUSD - T.A. and Lead of After school

~~Employer address:~~ Childcare at Lockhurst Elementary. Substitute Teacher For LBUSD

Professional organizations: PTSA

School, Community, and Youth Activities: Burbank Community Development Goals Committee, RISE

Please go to Page 2
Use additional sheets if necessary

Adams/2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

NO

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature Ken Adams

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?

Having worked in schools for LAUSD and LBUSD, I developed a good understanding of what is needed in the educational sector and what some of the priorities are of teachers and admin. Currently I am a parent of two children in middle school and have participated in PTSA for the past 9 years with fund raising and school projects. This has also given me insight into how much money is needed for extracurricular activities and enhanced educational needs for our children.

I am also in my sixth year on the Burbank Community Development Goals Committee. Every year we make recommendations to City Council on how to allocate HUD grants for local charities and homelessness organizations. This has helped me better understand the needs of the community and how the city works with them to deliver the best solutions for either the under privileged or those just in need.

2. Why would you like to be appointed to this position?

While living in Burbank for the past 15 years I have gotten to know the school system very well as I attended PTSA meetings, Board meetings, and volunteered for community events. Because I have worked within a school environment as well as being on the receiving end as a parent of children in BUSD, I feel I have a well-rounded view on where money is needed and can be used for the best interest of the majority. Also, having experience in education gives me a deeper understanding on the inner workings of our educational system. With this knowledge and experience I would love to be able to give back to this city and help make use of these funds in the most productive and efficient way. Education has always been one of my highest priorities in life and this opportunity would let me contribute to the building and strengthening of our schools.

RECEIVED
SUPERINTENDENT'S OFFICE
2019 APR 12 A 8:47
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Dakota Hughes Email: Dakota.hughes.651@my.csun.edu

Address: [redacted] E Valencia Ave

Phone: Home: _____ Work: _____ Cell: (818) [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 26 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☑ Parent Active in PTA/SSC

Educational background: B.S. Mathematical Economics, B.S. Political Economy
Masters of Public Administration

Name of employer and position held: CSUN (TUC) - Post-Award Analyst

Employer address: 18111 Nordhoff St, Northridge, CA 91330

Professional organizations: Applying to RACC

School, Community, and Youth Activities: School Site Council

Please go to Page 2
Use additional sheets if necessary

Hughes/2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

N/A

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature Dakota Hughes

Text

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Application – School Facilities Oversight Committee

1. *What experience and qualifications would you bring to the School Facilities Oversight Committee?*

   My current employment as a Post-Award Analyst requires me to be knowledgeable about a wide array of regulations from local to federal as they pertain to funds and how they may be spent. This means I am familiar with Uniform Guidance, CDE, County Auditor Controller Handbook, etc. and have worked directly with funds from the DoE, CDE, and LACOE. I am also familiar with how these regulations can factor into funding and allowability with bidding processes, Davis-Bacon, and allocating the costs to different funds.

2. *Why would you like to be appointed to this position?*

   I believe in public service and am a life-long resident who went through BUSD my entire education and now has a child in BUSD. I believe in public education and want to see the district continue to succeed not just for my son but for the community.

RECEIVED
SUPERINTENDENT'S OFFICE

2019 APR 11 P 12:28

BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: JOHN STEINIZEICH Email: johnnyrocks67@gmail.com

Address: [redacted] WINONA AVE, BURBANK, CA 91504

Phone: Home: 818-[redacted] Work: 818-[redacted] Cell: 818-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 7 YEARS Are you a registered voter? YES

Check the designation(s) which best describe your representation:

- ☑ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☑ Parent Active in PTA/SSC

Educational background: BA IN SPANISH (AUTHORS UNIVERSITY 1989); CALIFORNIA CLEAR MULTI-SUBJECT TEACHING CREDENTIAL (CLAWS 1992); CERTIFICATE IN READING RECOVERY (CAL STATE SAN BERNARDINO 1997); MA IN CHURCH HISTORY (COLORADO THEOLOGICAL SEMINARY 2016)

Name of employer and position held: NORTH LOS ANGELES COUNTY REGIONAL CENTER

Employer address: 9200 OAKDALE AVE #100, CHATSWORTH, CA 91311

Professional organizations: AMERICAN SOCIETY OF COMPOSERS, AUTHORS, AND COMPOSERS

School, Community, and Youth Activities: GEORGE WASHINGTON ELEMENTARY PTA; VOLUNTEER SUNDAY SCHOOL TEACHER TURNING POINT CHRISTIAN CHURCH

Please go to Page 2
Use additional sheets if necessary

Steinreich/2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature _____

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

John Steinreich
SFOC application questions

1. **What experience and qualifications would you bring to the School Facilities Oversight Committee?**

My career in working with youth began in 1990 in Newark, New Jersey as my first job after graduating from college was as a bilingual teacher's assistant. Thereafter, I relocated to Southern California, where I earned my teaching credential through the LAUSD District Intern program. I worked in grades 1 through 6 as a bilingual teacher from 1990 to 1999 at Roscoe Elementary School in Sun Valley, CA. In this position, I acquired a post-graduate certificate in the English and Spanish instructional components of the specialized Reading Recovery program, which was an intensive language arts intervention program for children who came out of kindergarten with limited reading skills. In 1999, I moved from education into public social services, taking a position as a Consumer Service Coordinator with the North Los Angeles County Regional Center, where I currently work. This position has allowed me to work as the case management planner for families of children ages 3 to 14 who have developmental disabilities, including autism, intellectual disabilities, cerebral palsy, epilepsy, and similar conditions. Annually, I serve over 100 families on my caseload, and oversee the administration of approximately $1 million per year of purchase of service authorizations for these families in the areas of child care, nursing, behavioral health, 1-to-1 aide support, adaptive equipment, and the like. Additionally, my Regional Center work often takes me to IEP meetings for the purpose of advocating for proper supports and services for my clients in the context of their educational programming. Through the course of my career in developmental disabilities, I have had the opportunity to do lobbying work on behalf of the disabled with local members of the state legislature, to offer comments in a committee session at the state Capitol, to give training sessions on the Lanterman Developmental Disabilities Act, and to participate in a statewide panel at the Department of Developmental Services to develop strategies for cost-effective implementation of services for the disabled population. In my personal life, I have been an active member of the Turning Point Christian Church since 1994, and have been a volunteer in the church's youth program since 2003. My wife and I were responsible for developing the curriculum for our youth ministry's toddler program, and this curriculum has been used routinely in our church's Sunday school program for more than a decade. Currently, I have two daughters who are respectively enrolled at Burbank High School and George Washington Elementary, and I have served on the George Washington Elementary PTA during the 17-18 and 18-19 school years. I am also the owner of a home-based music and entertainment business in the city of Burbank and am a member of the American Society of Composers, Authors, and Performers (ASCAP).

2. **Why would you like to be appointed to this position?**

I would like to be appointed to the School Facilities Oversight Committee because as a stakeholder parent of two students in Burbank schools I would like to participate in the process of ensuring that our district's facilities are meeting the needs of all the students of the Burbank Unified School District. Furthermore, as an employee of a state agency who has oversight of public dollars, I recognize the importance of being a guardian of the public trust and would like to add my experience in public administration to this Committee.

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2019 APR -5 P 3:37

BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Charles Church Email: chip.church@protonmail.com

Address: [redacted] W. Verdugo Ave Burbank, CA 91506

Phone: Home: 818 [redacted] Work: 818 [redacted] Cell: 818 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? ~6 years Are you a registered voter? yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☐ Parent Active in PTA/SSC

Educational background: High School degree from Thousand Oaks High School, Bachelor of Science in Business Administration from University of Phoenix and in application process for Master's from Penn State

Name of employer and position held: The Walt Disney Company, Sr. Mgr. of HRIS

Employer address: 500 S. Buena Vista St Burbank, CA 91521

Professional organizations: America's SAP User Group (former Co-Chair for one of the user groups) and American Corporate Partners, a mentor for vets

School, Community, and Youth Activities: Volunteer for my son's Track & Field events with JBHS.

Please go to Page 2
Use additional sheets if necessary

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No conflict.

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature 

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

What experience and qualifications would you bring to the School Facilities Oversight Committee?

I've worked for The Walt Disney Company (TWDC) for over 25 years and have been in a leadership role for roughly half of that time. In that capacity, I've been responsible for reviewing work plans, prioritizing efforts, and holding others accountable. Additionally, over the years I've been an active member of committees and was a co-chair of a professional organization (ASUG – Media User Group) where I was responsible for creating agendas, boosting community participation, and coordinating with the parent organization on key priorities. I should add that I was also a member of the VoluntEARS Steering Committee responsible for directing the efforts of the Company's legion of volunteers, vetting events, and prioritizing the myriad of needs from the various groups looking for support from TWDC's many volunteer hours.

Why would you like to be appointed to this position?

As a resident of Burbank with children attending our great schools (Theodore Roosevelt Elementary and John Burroughs High School) and as a long-time worker in the city (20+ years), I'm committed to investing in the community and investing in the projects that provide the greatest long-term return, which I believe are our children. Prioritizing the investments that will modernize our schools, whether it's in the form of solar installations, additional charging spaces for faculty and students' cars, or addressing drainage issues so campuses aren't drowned-out during the rainy season, I look forward to participating in the SFOC so that I can participate in Burbank's investment in its next generations.

RECEIVED
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2019 APR -5 P 3:38

BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Marc Easter Email: Marceaster@Gmail.com

Address: [redacted] S. Shelton St [redacted] Burbank Ca, 91504

Phone: Home: N/A Work: 818-[redacted] Cell: 818-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 28 Years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☑ Parent
- ☐ Parent Active in PTA/SSC

Educational background: Certified by the International Facilities Management association - FMP Designation
Glendale Community College - Certified in Management

Name of employer and position held: The Walt Disney Co. Facilities Administrator

Employer address: 100 N. First st suite 100 Burbank Ca 91502

Professional organizations: IFMA - International Facilities Management Association member since 2014

School, Community, and Youth Activities: I'm an active volunteer for Girl Scouts of America

Please go to Page 2
Use additional sheets if necessary

Earter/2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

NO

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature Marc Est 4-5-19

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

***Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.**

Easter 219 3

Marc Easter-(FMP)
525 S. Shelton St. Unit 105
Burbank Ca, 91506
(818)679-0429

1. **What experience and qualification would you bring to the School Facilities Oversight Committee?** I have been working in the facilities management industry since 2005. I have overseen construction projects and I have been responsible for budgets, vendor management, and contract administration. In addition, I work as a facilities administrator overseeing maintenance, upkeep, licenses/permits, building improvements, facilities contractors, and equipment lease/rental agreements. I also have experience working with the California State License Board, legal counsel, and litigation.

2. **Why would you like to be appointed to this position?** I am father of twin girls that attend elementary school in Burbank; it would be my pleasure to provide oversight and to get involved with the community. In my 14 years working as a Facilities Professional, I have been in many different situations that will arise within the facilities realm. Based on my experience in the facilities industry along with my daughters attending school in the BUSD, I would be a great fit. I look forward to the next steps of this process.

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2019 APR -2 P 3:47
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Raymond Juarez Email: rayjuarez47@gmail.com

Address: [redacted] W. Elm Ct. Burbank CA 91502

Phone: Home: [redacted] Work: — Cell: 818 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 4 years Are you a registered voter? yes

Check the designation(s) which best describe your representation:

- ☒ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☒ Parent Active in PTA/SSC

Educational background: Occidental College - BA
University of Redlands - MBA

Name of employer and position held: General Motors - Senior Real Estate Negotiator

Employer address: 30930 Russell Ranch Rd. Westlake Village.

Professional organizations: Cal Broker.

School, Community, and Youth Activities: William McKinley Elem.

Please go to Page 2
Use additional sheets if necessary

Juarez | 2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

None.

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature Raymond Juarez

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

GENERAL MOTORS

Raymond Juarez
Senior Real Estate Negotiator
Western U S & Mexico
General Motors Global Real Estate
C 818-509-4167
raymond.juarez@gm.com

30630 Russell Ranch Road
Suite 200
Westlake Village, CA 91362

Kimberley Clark

From: Raymond Juarez <raymond.juarez@gm.com>
Sent: Tuesday, April 2, 2019 11:16 AM
To: Kimberley Clark
Subject: [EXTERNAL] Burbank Unified Seeks Applicants for the School Facilities Oversight Committee (SFOC) - Raymond Juarez
Attachments: BUSD - School Facilities Oversight Commitee - Member Application - Raymond Juarez.pdf

Juarez 13

Hello Kimberley:

Thank you for reaching out. My name is Raymond Juarez, I'm interested in being part of the BUSD's School Facilities Oversite Committee. My children attend William McKinley Elementary as part of the dual immersion program and I'm looking for ways to assist the district and the community.

I have nearly 20 years experience in the commercial real estate industry, holding positions in various private and corporate organizations. I've been with General Motors for the past 11 years as part of their Global Real Estate department, holding the role of Senior Real Estate Negotiation, Western U.S. and Mexico. As a bilingual real estate and finance leader, I've completed over two billion in value-add transactions and projects. I provide General Motors Global Real Estate portfolio strategies and services including project management, acquisitions, dispositions, lease transactions, comprehensive building development management, strategic financial analysis, and project support across the Western U.S. and Mexico. Real Estate asset classes include: office, retail, industrial, manufacturing, distribution centers, call centers, multi-family, single family residential and land. In respect to the role, I offer the following:

Core Competencies
- Strategic Planning & Portfolio Optimization
- Capital Management
- Finance
- Expert Financial Modeling (Excel)
- Asset Management
- Project & Transaction Management
- Contract Negotiations

Knowledgeable
- Legal
- Accounting
- Design
- Valuations
- Facility Operations
- Environmental & Remediation
- Title, Survey & Easements
- Development & Construction

Please find the attached application for your review and consideration. References and resume are available upon request.

Thank you and I look forward to hearing from you.

Raymond Juarez, MBA

Senior Real Estate Negotiator, Western US & Mexico
General Motors Global Real Estate
Cell: (818) 509-4167
Email: raymond.juarez@gm.com or rayjuarez47@gmail.com
Linked In: https://www.linkedin.com/in/raymond-juarez-mba-12a1b49/

From: Edulink Intouch 6 <no-reply@edulinksystems.com> **On Behalf Of** matthill@burbankusd.org
Sent: Monday, April 1, 2019 4:37 PM
To: rayjuarez47@gmail.com
Subject: [EXTERNAL] Burbank Unified Seeks Applicants for the School Facilities Oversight Committee (SFOC)

Dear Parents and Guardians:

The Burbank Unified School District is currently seeking Members and Alternate Members to serve on the School Facilities Oversight Committee.

This Committee provides oversight as to how the funds have been spent relative to the Measure S Project Plan (the Measure S Bond). Citizens' oversight of bond expenditures is required by California Ed. Code 15278-15282.

Interested community members from the following groups are asked to apply: individuals active in a senior citizens' organization, individuals active in a bona fide taxpayers' organization, parents active in PTA or School Site Councils, and members of a business organization.

A copy of the application form is attached.

Applications must be received and date-stamped by the Superintendent's Office by 5:00 pm on May 8.

Thank you and kind regards,

Kimberley Clark
Executive Assistant to the Superintendent / Public Information Office
Telephone: (818) 729-4422
Email: KimberleyClark@burbankusd.org

SFOC Application Form_2019.pdf

This message has been sent on behalf of Burbank Unified School Dist. If you do not wish to receive any future email from Burbank Unified School Dist, please click here.
This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify district administration and delete all copies of the message.

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the

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2019 APR -2 P 3:45

BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Justin Worsham Email: Justin@VonKeithProperties.com

Address: [redacted]W Wyoming Ave Burbank, CA 91505

Phone: Home: _____ Work: _____ Cell: [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 12 yrs Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☑ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☑ Parent
- ☑ Parent Active in PTA/SSC

Educational background: Went to college to be an elementary school teacher, but could not finish due to cost

Name of employer and position held: Realtor ® for VonKeith Properties

Employer address: 4405 Riverside Dr Ste 103 Burbank, CA 91506

Professional organizations: Burbank Association of Realtors ®

School, Community, and Youth Activities: Bret Harte Booster Club President, School Site Council Member and Chair BEF Fundraising Committee Member

Please go to Page 2
Use additional sheets if necessary

Worsham | 2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

School Facilities Oversight Committee Application

1. As a Realtor I am well aware that one of the many things that makes Burbank great are our schools. People will often relocate from other areas so their kids can go to Burbank Schools. As a Real Estate Investor I am aware of the needs to maintain and update facilities and my work as a property manager will help inform my decisions. But I think the real reason I am qualified is because I love this city and my community. When my wife and I got into escrow for our house in Burbank in 2013 we would drive to our new neighborhood and walk around it cuz we loved it so much. I love the pride that the people of Burbank take in their city.
2. As I mentioned above, I love this community. So I am trying in every way I can to invest in it. I think that one of the many reasons Burbank is a great city to have a family is, because the residents care about the city and the people.

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SUPERINTENDENT'S OFFICE

2019 APR -2 P 3:45

BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Ivan Redin Email: redinje@gmail.com

Address: [redacted] N. Parish Pl., Burbank CA 91506

Phone: Home: _____ Work: 213 [redacted] Cell: 818 [redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 4 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☑ Parent
- ☑ Parent Active in PTA/SSC

Educational background: Bachelors in Political Science from UCLA and Juris Doctor from UCLA School of Law

Name of employer and position held: Locke Lord LLP, Senior Counsel

Employer address: 300 S. Grand Ave., Ste. 2600, Los Angeles CA 90071

Professional organizations: National Association of Bond Lawyers; Mexican American Bar Association

School, Community, and Youth Activities: UCLA Law School Alumni Association

Please go to Page 2
Use additional sheets if necessary

REDIN/p.2

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature _____

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?

I have dedicated my entire professional career to representing public entities, including school districts, utility districts, and cities. For the last 11 years, I have focused my practice on public finance and corporate matters. I have extensive experience serving as bond counsel, disclosure counsel, and underwriter's counsel in financings that include: general obligation bonds, certificates of participation, tax allocation bonds, and lease revenue bonds. I also have substantial experience with 501(c)(3) organizations, including their formation and the exempt application process with the Internal Revenue Service.

My broad experience in public finance and specific proficiency with school-issued general obligation bonds makes me uniquely qualified to serve on the committee. I am familiar with the requirements of a citizen's oversight committee and would be able to assist fellow committee members review and understand complex financial data and legal documents.

2. Why would you like to be appointed to this position?

My eldest daughter is enrolled in first grade at Disney Elementary School. My youngest son will join her at Disney next year. My wife and I regularly attend PTA and booster meetings and try to be as involved as our professional lives allow us. Even though I have been involved at the specific school level, I would like to contribute and serve the overall District. So, In addition to being uniquely qualified for this position, I also want to serve the District succeed with its facilities program.

RECEIVED
SUPERINTENDENT'S OFFICE

2019 APR -2 P 3:45

BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member
of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: _Joe Marando_____ Email: __jmarando@gmail.com_____

Address: _[redacted] N. Lima St. , Burbank 91505_____

Phone: Home: _____ Work: _310 [redacted]_____ Cell: __310-6[redacted]___

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? __17 years___ Are you a registered voter? _yes____

Check the designation(s) which best describe your representation:

- ♦☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ♦☐ Parent
- ☐ Parent Active in PTA/SSC

Educational background: ___BS Elecitrical Engineering USC, _____

_MA Theology St. Johns Seminary_____

_____

Name of employer and position held: ___Jerde Partnership__CIO_____

Employer address: __601 W. 5th St. Suite 500, Los Angeles, CA 90071_____

Professional organizations: ___CIO Engineering, LA Revit Users Group_____

_____

_____

School, Community, and Youth Activities: __Burbank Sunrise Kiwanis, past Asst Softball Coach_____

___Park and Rec_____

_____

Please go to Page 2
Use additional sheets if necessary

Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature 4/2/19

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

1. Experience and Qualifications:
    a. In my current position as CIO of the Jerde Partnership, I don't oversee a BUSD scale budget, but I am aware of the tricky paths of appropriating funds. In my experience with vendor management, I've learned to perform due diligence in vetting vendors. No doubt I have made mistakes in my past, but most certainly I've learned from them and have a better sense appropriating funds in my application which is technology. I would like to apply my "lessons learned" to the BUSD. The most important lesson is that appropriations must be tightly married to the overall mission of the organization.
    b. In one of my past work experiences, I was a contractor to the LAUSD in the ITD department. For two years I was in a different LAUSD school every day performing field engineering on the LAUSD network that was funded by E-RATE. I could be in San Pedro one day and Chatsworth the next. Working in the field I have first-hand experience with both positive and negative results of appropriating technology funding. Of course this was 15 years ago, but most certainly I learned that one should never purchase technology without allocating the proper user training.
    c. In my past work experiences, I have worked for technology startups and know the advantage of agile decision making. Because technology is moving fast, one must never fall into the trap of large-scale proprietary purchases that have long implementation schedules that may not bear the fruit they promise. Sometimes smaller scale, targeted projects can be implemented more quickly with less risk and greater reward.
2. Why appointed?
    a. I have a passion for education. Although my work in the past has not afforded me the time to volunteer, now that our children are older I have more time for this endeavor. We have two daughters both in high school and have had generally an excellent experience with BUSD.
    b. I have a passion for the Burbank community. I have been involved in Burbank Sunrise Kiwanis for 12 years and have helped raise money though the Mayor's Cup Golf Tourney. I am currently on the Foundation and help appropriate funds to help youth in the Burbank community. We give scholarships to Key Club members at Burroughs HS annually. I would like to use this passion to help the BUSD
    c. I would like to give back. I would like to be a model for my daughters in giving back to a community.
    d. And most importantly I want to help the Superintendent and Board. They have an impossible job of providing the best quality education without a proper budget. Perhaps I can help with my experience to find ways to stretch the dollar and improve our children's education experience.

RECEIVED
SUPERINTENDENT'S OFFICE
2018 APR -3 P 4:31
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Chris Durmick Email: cdurmick@gmail.com

Address: [redacted] N. Avon St. Burbank, Ca 91505

Phone: Home: 818-[redacted] Work: 818-[redacted] Cell: 818-[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 20 years Are you a registered voter? Yes

Check the designation(s) which best describe your representation:

- ☐ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☒ Parent
- ☐ Parent Active in PTA/SSC

Educational background: Bachelor of Fine Arts Degree: Florida State University

Name of employer and position held: Thinkwell Group- Principal of Attractions and Museums

Employer address: 2710 Media Center Dr. Los Angeles, Ca 90065

Professional organizations: Themed Entertainment Association

School, Community, and Youth Activities: Member of Burbank Elks Club, Active Coach for Burbank Park and Recs (basketball, baseball flag football), The Cage Youth Roller Hockey (North Hollywood)

Please go to Page 2
Use additional sheets if necessary

you aware of any reason, such as a Conflict of Interest, which would adversely affect your ity to serve on the School Facilities Oversight Committee? If yes, please explain below:

N/A

ase answer the following questions by attaching your typewritten responses to this olication:

What experience and qualifications would you bring to the School Facilities Oversight Committee?

Why would you like to be appointed to this position?

nature _____

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Chris Durmick
1123 N. Avon Street
Burbank, CA 91505
818-515-2922

Responses to SFOC Application questions

What experience and qualifications would you bring to the School Facilities Oversight Committee?

As the Principal of Attractions and Museums for Thinkwell Group I have had the opportunity to work closely with a wide spectrum of clients in developing visitor experiences ranging from theme park master plans to STEM-based touring exhibits for emerging readers. In every case, I function as the ambassador for the visitor, placing myself in their shoes to assure an engaging, memorable, and repeatable experience, whether it be an attraction, a museum exhibit, a play space, or even a restroom.

Getting there requires the careful integration of big ideas with the down-to-earth realities of budget, timeline, and sometimes, physics. Our process takes us from the no-limits, blue sky of concept through several phases of design where every aspect is thought through, evaluated, value-engineered, and finally realized. My main goal through these steps is pretty simple: mitigate compromise to assure a quality experience for as broad an audience as possible.

I was the acting Creative Director on projects like Sesame Street Presents: The Body, Warner Bros. Studio Tour London: The Making of Harry Potter, Warner Bros. Studio Tour Hollywood, Ferrari World Abu Dhabi, Fernbank Museum of Natural History (Naturequest and Wild Woods), The Getty Center's upcoming family space renovation, and the Center for Puppetry Arts' permanent exhibits: *The Worlds of Jim Henson* and *Worlds of*

Puppetry. Each of these projects had a well-defined target audience, but we had to ensure that *every* visitor, even the reluctant caregiver, would be engaged, excited, and satisfied with the experience on their own terms. This kind of thinking benefits any project, large or small.

In more practical terms, I am a skilled writer, speaker, and presenter with a fairly broad understanding of construction techniques, materials, ADA Standards, and available resources in the marketplace. I enjoy collaboration and can, if needed, facilitate discussions, meetings, and brainstorming sessions.

Why would you like to be appointed to this position?

I have been a Burbank resident for the past twenty-five years and I am very pleased that my two sons were born and raised in the same house, played in the same neighborhood, and have run in the same circle of lifelong friends.

My wife and I constantly remind ourselves of how fortunate we are to have both of our boys in the Burbank school system. In addition, we have also taken full advantage of the city's other education, entertainment, and sports programs (which I have also enjoyed coaching over the years).

As Burbank's growth continues to accelerate, I feel an obligation to take an active role in the community to help maintain our very special way of life. It would be a personal privilege to help maintain the district's standards of excellence in any way I can, and I think you for your consideration.

BURBANK UNIFIED SCHOOL DISTRICT
Application for Appointment as a Member/Alternate Member of the SCHOOL FACILITIES OVERSIGHT COMMITTEE (SFOC)

Name: Ronald Dziubla Email: rondziubla@gmail.com

Address: [redacted] West Chandler Blvd., Burbank, CA 91506

Phone: Home: NA Work: 323.[redacted] Cell: 323.[redacted]

All information provided on this form is public information subject to the Public Records Act.

How long have you been a resident of Burbank? 3.6 years Are you a registered voter? YES

Check the designation(s) which best describe your representation:

- ☑ Business Organization
- ☐ Senior Citizen
- ☐ Taxpayer's Group
- ☐ Parent
- ☐ Parent Active in PTA/SSC

Educational background: California State University, Los Angeles, CA; Master of Arts in Education, Educational Technology Leadership. California State University, Los Angeles, CA; Graduate Certificate, Computer Applications in Schools. University of Miami, FL; Bachelor in Music, Studio Music and Jazz.

Name of employer and position held: Musicians Institute. Associate Dean, School of Performance Studies

Employer address: 6752 Hollywood Blvd., Hollywood CA 90028

Professional organizations: Professional Musicians, Local 47
Voting Member, The Recording Academy
Broadcast Music, Inc.

School, Community, and Youth Activities:

Please go to Page 2
Use additional sheets if necessary

Name: Ronald [illegible]ubla

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Application – School Facilities Oversight Committee, page 2

Are you aware of any reason, such as a Conflict of Interest, which would adversely affect your ability to serve on the School Facilities Oversight Committee? If yes, please explain below:

No.

Please answer the following questions by attaching your typewritten responses to this application:

1. What experience and qualifications would you bring to the School Facilities Oversight Committee?
2. Why would you like to be appointed to this position?

Signature _____ 05/08/2019

Submit completed application* to:
Superintendent of Schools
Burbank Unified School District
1900 W. Olive Avenue
Burbank, CA 91506

Or email to: KimberleyClark@burbankusd.org

*Applications must be received and time-stamped by the Superintendent's Office by 5:00 p.m. on May 8, 2019.

Ron Dziubla
BUSD SFOC application, page two question responses.

Please answer the following questions by attaching your typewritten responses to this application:

1.What experience and qualifications would you bring to the School Facilities Oversight Committee?

After twenty years of working as an independent contractor in the music industry, I pivoted into the world of higher education in 2010. My move into administration followed a brief stint as faculty, and I eventually rose to the position of Associate Dean of the School of Performance Studies at Musicians Institute in Hollywood. As Associate Dean, I directly manage a team of five administrators along with a team of twenty faculty members. Indirectly, I manage approximately another 100 faculty members, along with overseeing a student population of about 600. Faculty, student, and curricular matters form a good part of my daily duties, which includes making decisions and gaining approval for fiscal issues related to all said parties. Besides my career in academic administration, I earned a Master's Degree in Education from California State University Los Angeles only a few years ago, giving me insight to the modern classroom. As my degree program was Educational Technology Leadership, I gained valuable knowledge concerning the manners in which information is delivered to students today, besides the benefits of technology in the modern classroom.

2.Why would you like to be appointed to this position?

Before moving to Burbank, my wife and I continually worried about where our daughter Nova would attend school. We were fortunate to find a great situation within the Los Angeles Unified School District for Kindergarten through second grade, however, we always knew that were we to continue living within the boundaries of the LAUSD, we would always worry about schools. For this reason, we decided to realize the statement "if we can just get her into the Burbank schools" and we invested in a home in Burbank. After almost four years in Burbank, we can say that it has been completely worth the sacrifice of moving into the area, and in large part it is because of the schools. Our experience at Thomas Edison Elementary has been stellar. We look forward to our daughter moving to Jordan Middle School, and then to Burroughs High School.

Because of the great schools and the wonderful community, I would like to be more involved in the City of Burbank and its future. I would like to play a part in making decisions for the school district that presented itself as the answer to my worries concerning my daughter's education. I would love to utilize the skills I have gained in the entertainment industry and higher education for the betterment of the Burbank Unified School District, and hopefully earn some new skills in the process. The Burbank school system is a bright light to all families in the Los Angeles area. I've discussed the subject of public schools a number of times with fellow parents. All agree that if you can get your child into the Burbank Unified School District, you're good. I would like to play a part in continuing that tradition.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Alyssa Low, Director of Fiscal Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	May 16, 2019
SUBJECT:	Approval of Financial Oversight Committee

Background:

Given the challenging financial times the District is facing and to create a structure that would oversee the budget of a potential parcel tax, the District would like to establish a Financial Oversight Committee whose purpose will be to provide input and oversight of the District's finances. The scope of this committee will include assumptions that build the budget, Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP) processes and to provide an opportunity to ask questions about and comment on the District's budget documents.

Discussion/Issues:

It is the desire of the administration to establish a Financial Oversight Committee. Board of Education Policy 3100 provides the Superintendent or designee the ability to appoint a Budget Advisory Committee. The committee will include at least nine members consisting of:

- Student representative (1)
- Community Members (4)
- Parent Teacher Association (PTA) representative (1)
- Burbank Teacher Association (BTA) representative (1)
- California School Employee Association (CSEA) representative (1)
- Burbank Association of School Administrators (BASA) representative (1)
- District staff and administration will support the committee
- Two Board Members will serve as liaisons to the committee

Unless otherwise approved by the Board of Education, members of the Finance Oversight Committee shall serve for a term of two years without compensation and for no more than three consecutive terms.

The purpose of the committee will be to meet quarterly (or as determined by the Board or Superintendent) during the school year. During these meetings, the committee will review the District's budget, annual enrollment projections, revenue and expenditure forecasts, if a local measure (parcel tax) is passed, the committee will provide oversight to those funds, the annual audit and accompanying management letters and the Local Control Funding Formula (LCFF) and Local Control Accountability Plan (LCAP) processes. Upon review, the committee will submit any recommendations to the District administration to

present on the committees behalf to the Board of Education. The committee will also serve as a liaison to other District committees to discuss the fiscal implications of any proposed program or policy changes at the direction of the Board and Superintendent. Lastly, they will assist the District in educating the general public on the complexities of school finance and the District's fiscal position.

Alternate Members
A maximum of ten (10) alternate members ("Alternates") may be appointed by the Board in the same manner as Committee members. Alternates are non-voting participants in the processes of the Committee. The Board will consider Alternates when vacancies occur on the Committee, but reserves the right to seek new Committee members from outside of the pool of Alternates. Such consideration is subject to the Alternate having a completed application on file, and being qualified and/or nominated within the category listed that corresponds with the vacancy.

Fiscal Impact:
None

Recommendations:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Superintendent or his designee to proceed with the process to solicit candidates and present them to the Board for appointment and formation of a Financial Oversight Committee to meet quarterly (or as needed) to discuss the District's Budget.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	May 16, 2019
SUBJECT:	Acceptance of Updated Actuarial Report as of July 1, 2018 – Governmental Accounting Standards Board (GASB) 43/45 Other Post-Employment Benefits (OPEB) and Direction on the Trust Contributions

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Background:

The Governmental Accounting Standards Board (GASB) issued standard 43/45 which required public employers to perform an actuarial valuation to measure and disclose the value of the District's liability for providing retiree health care benefits. This valuation must be done every two years for a district the size of Burbank Unified.

Discussion/Issues:

The firm of Demsey, Filliger and Associates prepared the current report based upon information as of July 1, 2018. Demsey, Filliger and Associates have also prepared the prior valuations for BUSD for the past several years. The current report includes benefits for 377 retirees as well as 1,293 active employees who may become eligible to retire and receive benefits in the future.

The results show that the actuarial liability for District-paid retiree benefits is $50,099,900 as of July 1, 2018. If the District were to place this exact amount into the trust TODAY, at a 6.0% rate of return per year, there would be enough to pay all expected benefits. At the newly required GASB 75 rate of 3.91%, the District liability is $71,383,470.

The Annual Required Contribution (ARC) for 2018-19 is $3,488,725 at 6% expected return and $3,934,148 at the GASB 75 rate of 3.91%, which is up from the 2016 report due to contributions. With the estimated pay-as-you-go amount for 2018-19 being $1,677,101, then the remaining difference is an increase of $1,811,624 and $2,257,047, respectively which should be paid into the trust fund. Actual contributions into the trust fund are budgeted to be $0 for 2018-19 whith the pay-as-you go portion coming from the currently trust balance. The value of the trust fund at July 1, 2018 is $7,195,429.

Fiscal Impact

The District funds the "pay-as-you-go" cost of $1,677,101 for 2018-19 from the trust fund. The District's "Annual Required Contributions"(ARC) is $3,488,725 for the fiscal year 2018-19 given an expected rate of return of 6%.

Recommendation

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the updated actuarial report, as presented.

April 24, 2019

Ms. Alyssa Low
Director of Fiscal Services
Burbank Unified School District
1900 West Olive
Burbank, CA 91506-2460

Re: Burbank Unified School District ("District") GASB 75 Valuation

Dear Ms. Low:

This report sets forth the results of our GASB 75 actuarial valuation of the District's retiree health insurance program as of July 1, 2018.

In June 2004, the Governmental Accounting Standards Board (GASB) issued its accrual accounting standards for retiree healthcare benefits, GASB 43 and GASB 45. GASB 43/45 require public employers such as the District to perform periodic actuarial valuations to measure and disclose their retiree healthcare liabilities for the financial statements of both the employer and the trust, if any, set aside to pre-fund these liabilities. In June 2015, GASB released new accounting standards for postretirement benefit programs, GASB 74 and GASB 75, which replace GASB 43 and GASB 45, respectively.

The District selected DFA, LLC (DFA) to perform an actuarial valuation of the retiree health insurance program as of July 1, 2018. This report may be compared with the valuation performed by DFA as of July 1, 2016, to see how the liabilities have changed since the last valuation.

Financial Results

We have determined that the amount of actuarial liability for District-paid retiree benefits is $71,383,470 as of July 1, 2018. This represents the present value of all benefits expected to be paid by the District for its current and future retirees. If the District were to place this amount in a fund earning interest at the rate of 3.91% per year, and all other actuarial assumptions were exactly met, the fund would have exactly enough to pay all expected benefits.

This valuation includes benefits for 377 retirees as well as 1,293 active employees who may become eligible to retire and receive benefits in the future. It excludes employees hired after the valuation date.

When we apportion the $71,383,470 into past service and future service components under the Entry Age, Level Percent of Pay Cost Method, the Total OPEB Liability is $50,099,900 as of July 1, 2018. This represents the present value of all benefits accrued through the valuation date if each employee's liability is expensed from hire date until retirement date as a level percentage of pay. The $50,099,900 is comprised of liabilities of $39,590,987 for active employees and $10,508,913 for retirees.

The District has adopted an irrevocable trust for the pre-funding of retiree healthcare benefits. As of June 30, 2018, the trust balance or Plan Fiduciary's Net Position (GASB 75) is $7,195,429.

The Net OPEB Liability, Total OPEB Liability over the Plan Fiduciary's Net Position, is $42,904,471.

Discount Rate under GASB 75

For financial reporting purposes, GASB 75 requires a discount rate that reflects the following:

a. The long-term expected rate of return on OPEB plan investments – to the extent that the OPEB plan's fiduciary net position is projected to be sufficient to make projected benefit payments and assets are expected to be invested using a strategy to achieve that return;

b. A yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher – to the extent that the conditions in (a) are not met.

The amount of the plan's projected fiduciary net position and the amount of projected benefit payments should be compared in each period of projected benefit payments.

Based on these requirements and the following information, we have determined a discount rate of 3.91% for GASB 75 reporting purposes:

Expected Return on Assets	6.00%
Fidelity General Obligations 20-Year Index at June 30, 2018	3.62%
GASB 75 Discount Rate	3.91%

Net OPEB Expense

We have determined the following components of the District's Net OPEB Expense for fiscal year ending June 30, 2019: Service Cost, Interest Cost, and Expected Return on Assets. The Service Cost represents the present value of benefits accruing in the current year. Interest Cost represents the interest on the Total OPEB Obligation. Expected Return on Assets is the expected return based on a 6.00% investment rate of return. Other components (Deferred Outflows and Inflows) will be determined based on the Net OPEB Obligation as of June 30, 2019.

We summarize the valuation results in the table on the next page. We provide results at three discount rates (the expected return on assets, the municipal bond index, and the GASB 75 rate, discussed above). All amounts are net of expected future retiree contributions, if any.

When the District begins preparation of the June 30, 2019 government-wide financial statements, DFA will be available to assist the District and its auditors in preparing the footnotes and required supplemental information for compliance with GASB 75 (and GASB 74, if applicable).

In the meantime, we are available to answer any questions the District may have concerning the report.

Actuarially Determined Contribution and Pay-As-You-Go with Implied Subsidy

We have calculated an actuarially determined contribution representing the Service Cost and a 30-year amortization (as a level percent of pay) of the Net OPEB Liability. We include the results in the table on the next page. We provide results at three discount rates (the expected return on assets, the Fidelity Bond rate index, and the GASB 75 rate).

An actuarially determined contribution is a potential payment to the plan determined using a contribution allocation procedure. It is not a required contribution, but a measurement commonly used to prefund OPEB benefits. We provide the amounts for illustrative purposes.

The actuarially determined contribution may be compared to the pay-as-you-go payment. The table shows the pay-as-you-go payment along with the projected implied subsidy payment.

The Funding Schedules section provides additional prefunding alternatives.

Burbank Unified School District

Net OPEB Liabilities and Expense Under GASB 75 Accrual Accounting Standard

	July 1, 2018[1]		
	Actuarial Liability	**Municipal Bond Index**	**GASB 75 Rate**
Discount Rate	6.00%	3.62%	3.91%
Present Value of Future Benefits			
Active	$42,163,161	$64,375,048	$60,874,557
Retired	8,965,643	10,766,311	10,508,913
Total	$51,128,804	$75,141,359	$71,383,470
Total OPEB Liability (Actuarial Liability)			
Active	$30,237,601	$41,203,857	$39,590,987
Retired	8,965,643	10,766,311	10,508,913
Total	$39,203,244	$51,970,168	$50,099,900
Plan Fiduciary Net Position (Plan Assets)	$7,195,429	$7,195,429	$7,195,429
Net OPEB Liability (Unfunded Actuarial Liability)	$32,007,815	$44,774,739	$42,904,471
Sensitivity Analysis			
1% Decrease in Discount Rate	5.00%	2.62%	2.91%
Net OPEB Liability	$36,713,896	$52,093,381	$49,820,597
1% Increase in Discount Rate	7.00%	4.62%	4.91%
Net OPEB Liability	$28,041,850	$38,732,999	$37,179,660
1% Decrease in Trend Rate	5.00% decreasing to 4.00%	5.00% decreasing to 4.00%	5.00% decreasing To 4.00%
Net OPEB Liability	$27,542,649	$37,851,030	$36,359,227
1% Increase in Trend Rate	7.00% decreasing to 6.00%	7.00% decreasing to 6.00%	7.00% decreasing to 6.00%
Net OPEB Liability	$37,435,229	$53,428,800	$51,055,785

1. For the District's fiscal 2019 financial statements, DFA will provide separate schedules with supplemental GASB 75 information. We will prepare the June 30, 2019 supplemental schedules in July, after June 30 asset values (if applicable) are known and updated municipal bond rates are published.

Burbank Unified School District

Net OPEB Liabilities and Expense Under GASB 75 Accrual Accounting Standard

	July 1, 2018		
	Actuarial Liability	**Municipal Bond Index**	**GASB 75 Rate**
Discount Rate	6.00%	3.62%	3.91%
Components of Net OPEB Expense for fiscal year 2019			
Service Cost at Year-End	$1,617,837	$2,589,726	$2,439,441
Interest Cost	2,302,614	1,851,234	1,926,433
Expected Return on Assets	(431,726)	(431,726)	(431,726)
Subtotal	$3,488,725	$4,009,234	$3,934,148
Change in Deferred Outflows[2]			
Change in Deferred Inflows[2]			
Actuarially Determined Contribution (Fiscal 2019)			
Service Cost	$1,617,837	$2,589,726	$2,439,441
Amortization of Net OPEB Liability[3]	1,663,063	1,684,853	1,683,342
Total[4]	$3,280,900	$4,274,579	$4,122,783
Pay-As-You-Go Payment with Implied Subsidy (Fiscal 2019)			
Projected Pay-As-You-Go	$1,297,659	$1,297,659	$1,297,659
Projected Implied Subsidy	379,442	379,442	379,442
Total	$1,677,101	$1,677,101	$1,677,101

2. To be determined based on the Total OPEB Obligation and Plan Fiduciary Net Position as of June 30, 2019.
3. 30-year amortization (as a level percent of pay).
4. Estimated Actuarially Determined Contribution for Fiscal 2020:

	Actuarial Liability	**Municipal Bond Index**	**GASB 75 Rate**
Total	$3,379,327	$4,402,817	$4,246,466

Differences from Prior Valuation

The most recent prior valuation was completed as of July 1, 2016 by DFA. The AL (Accrued Liability) as of that date was $39,814,726, compared to $50,099,900 as of July 1, 2018. In this section, we provide a reconciliation between the two numbers so that it is possible to trace the AL from one actuarial report to the next.

Several factors have caused the AL to change since 2016. The AL increases as employees accrue more service and get closer to receiving benefits. There are actuarial gains/losses from one valuation to the next, and changes in actuarial assumptions and methodology for the current valuation. To summarize, the most important changes were as follows:

1. An increase in the AL of $661,253 resulting from an update to our valuation software; the update allows us to track experience more precisely over time;
2. A decrease of $5,509,986 resulting from population experience (terminations, retirements, and mortality) different than expected;
3. An decrease of $411,602 resulting from changes in healthcare premiums different than expected;
4. An increase of $522,078 resulting from a change in healthcare trend rate (6.00% for 2018 decreasing to 5%);

The estimated changes to the AL from July 1, 2016 to July 1, 2018 are as follows:

Changes to AL	AL
AL as of July 1, 2016	**$39,814,726**
Passage of time	4,126,775
Change in system	661,253
Change in census	(5,509,986)
Change in premium rates	(411,602)
Change in trend rate	522,078
AL as of July 1, 2018[1]	**$39,203,244**

1. Based on a discount rate of 6.00%.

Funding Schedules

There are many ways to approach the pre-funding of retiree healthcare benefits. In the *Financial Results* section, we determined the annual expense for all District-paid benefits. The expense is an orderly methodology, developed by the GASB, to account for retiree healthcare benefits. However, the GASB 75 expense has no direct relation to amounts the District may set aside to pre-fund healthcare benefits.

The table on the next page provides the District with three alternative schedules for funding (as contrasted with expensing) retiree healthcare benefits. The schedules all assume that the retiree fund earns, or is otherwise credited with, 6.00% per annum on its investments, a starting trust value of $7,195,429 as of July 1, 2018, and that contributions and benefits are paid mid-year.

The schedules are:

1. A level contribution amount for the next 20 years.
2. A level percent of the Unfunded Accrued Liability.
3. A constant percentage (3%) increase for the next 20 years.

We provide these funding schedules to give the District a sense of the various alternatives available to it to pre-fund its retiree healthcare obligation. The three funding schedules are simply three different examples of how the District may choose to spread its costs.

By comparing the schedules, you can see the effect that early pre-funding has on the total amount the District will eventually have to pay. Because of investment earnings on fund assets, the earlier contributions are made, the less the District will have to pay in the long run. Of course, the advantages of pre-funding will have to be weighed against other uses of the money.

The table on the following page shows the required annual outlay under the pay-as-you-go method and each of the above schedules. **The three funding schedules include the "pay-as-you-go" costs; therefore, the amount of pre-funding is the excess over the "pay-as-you-go" amount.**

Treatment of Implicit Subsidy

We exclude the implicit subsidy from these funding schedules because we do not recommend that the District pre-fund for the full age-adjusted costs reflected in the liabilities shown in the first section of this report. If the District's premium structure changes in the future to explicitly charge under-age 65 retirees for the full actuarial cost of their benefits, this change will be offset by a lowering of the active employee rates (all else remaining equal), resulting in a direct reduction in District operating expenses on behalf of active employees from that point forward. For this reason, among others, we believe that pre-funding of the full GASB liability would be redundant.

Burbank Unified School District

Sample Funding Schedules (Closed Group)

Starting Trust Value of $7,195,429 as of July 1, 2018

Fiscal Year Beginning	Pay-as-you-go	Level Contribution for 20 years	Level % of Unfunded Liability	Constant Percentage Increase
2018	$1,297,659	$2,793,015	$2,059,451	$2,200,020
2019	1,503,525	2,793,015	2,051,912	2,266,020
2020	1,609,464	2,793,015	2,046,296	2,334,001
2021	1,782,372	2,793,015	2,040,838	2,404,021
2022	1,945,155	2,793,015	2,036,527	2,476,142
2023	2,065,685	2,793,015	2,033,104	2,550,426
2024	2,184,011	2,793,015	2,029,847	2,626,939
2025	2,311,731	2,793,015	2,026,661	2,705,747
2026	2,450,073	2,793,015	2,023,619	2,786,919
2027	2,560,946	2,793,015	2,020,809	2,870,527
2028	2,644,467	2,793,015	2,017,816	2,956,643
2029	2,765,968	2,793,015	2,014,259	3,045,342
2030	2,872,535	2,793,015	2,010,581	3,136,702
2031	2,984,482	2,793,015	2,006,577	3,230,803
2032	3,075,022	2,793,015	2,002,292	3,327,727
2033	3,132,774	2,793,015	1,997,482	3,427,559
2034	3,161,247	2,793,015	1,991,811	3,530,386
2035	3,162,531	2,793,015	1,985,011	3,636,298
2036	3,209,989	2,793,015	1,976,861	3,745,387
2037	3,248,016	2,793,015	1,967,820	3,857,748
2038	3,306,926	0	1,957,843	0
2039	3,292,471	0	1,947,137	0
2040	3,258,417	0	1,935,192	0
2041	3,346,994	0	1,921,932	0
2042	3,351,581	0	1,908,245	0
2043	3,378,427	0	1,893,655	0
2044	3,380,266	0	1,878,361	0
2045	3,382,533	0	1,862,302	0
2046	3,391,525	0	1,845,560	0
2047	3,263,004	0	1,828,247	0
2048	3,180,876	0	1,809,922	0
2049	3,113,056	0	1,790,858	0
2050	3,004,671	0	1,771,202	0
2055	2,356,061	0	2,356,061	0
2060	1,841,907	0	1,841,907	0
2065	1,370,739	0	1,370,739	0
2070	931,399	0	931,399	0
2075	565,549	0	565,549	0

Note to auditor: when calculating the employer OPEB contribution for the year ending on the statement date, we recommend multiplying the actual District-paid premiums on behalf of retirees by a factor of 1.2142 to adjust for the implicit subsidy.

Actuarial Assumptions

To perform the valuation, the actuary must make certain assumptions regarding such items as rates of employee turnover, retirement, and mortality, as well as economic assumptions regarding healthcare inflation and interest rates. Our assumptions are based on a standard set of assumptions we have used for similar valuations, modified as appropriate for the District. Retirement rates are based on recent District retirement patterns.

The discount rate of 3.91% is based on our best estimate of expected long-term plan experience for unfunded plans such as the District's. As discussed above, for financial reporting purposes under GASB 75, a discount rate of 3.91% reflects the required blend between discount and municipal bond rates. The healthcare trend rates are based on our analysis of recent District experience and our knowledge of the healthcare environment.

A complete description of the actuarial assumptions used in the valuation is set forth in the "Actuarial Assumptions" section.

Projected Annual Pay-as-you go Costs

As part of the valuation, we prepared a projection of the expected annual cost to the District to pay benefits on behalf of its retirees on a pay-as-you-go basis. These numbers are computed on a closed group basis, assuming no new entrants, and are net of retiree contributions. Projected pay-as-you-go costs for selected years are as follows:

FYB	Pay-as-you-go
2018	$1,297,659
2019	1,503,525
2020	1,609,464
2021	1,782,372
2022	1,945,155
2023	2,065,685
2024	2,184,011
2025	2,311,731
2026	2,450,073
2027	2,560,946
2030	2,872,535
2035	3,162,531
2040	3,258,417
2045	3,382,533
2050	3,004,671
2055	2,356,061
2060	1,841,907
2065	1,370,739
2070	931,399
2075	565,549

Implicit Subsidy and ASOP 6

When premiums charged for retiree healthcare are lower than expected claims, an implicit subsidy is realized. This occurs, for example, when pre-Medicare retirees are afforded medical coverage at the same rates as active employees.

Actuarial Standard of Practice No. 6 (ASOP 6), revised in May 2014, provides guidance in measuring OPEB obligations and determining periodic costs or actuarially determined contributions. The standard specifies that in (almost all instances), the actuary must include the value of this implicit subsidy in the GASB 45/75 liabilities.

This valuation reflects the value of the implicit subsidy equal to $8,838,855.

Breakdown by Employee/Retiree Group

Exhibit I, attached at the end of the report, shows a breakdown of the GASB 75 components by bargaining unit (or non-represented group) and separately by active employees (future retirees) and current retirees.

Certification

The actuarial certification, including a caveat regarding limitations of scope, if any, is contained in the "Actuarial Certification" section.

We have enjoyed working with the District on this project and are available to answer any questions you may have concerning any information contained herein.

Sincerely,
DFA, LLC



Carlos Diaz, ASA, EA, MAAA
Actuary



Molly McGee, ASA, MAAA
Actuary

Benefit Plan Provisions

This report analyzes the actuarially projected costs of the Burbank Unified School District's retiree health insurance program. Healthcare coverage is provided through CalPERS Health ("PEMHCA") for all employee and retiree groups. PEMHCA options include Blue Shield, Kaiser, PERSChoice and PERSCare. Delta Dental PPO, Delta Care HMO, and VSP Vision coverage are also offered to all employee and retiree groups.

Post-retirement Coverage

Certificated Employees may retire under STRS and receive District-paid statutory minimum benefits under PEMHCA for their further lifetimes, with ongoing benefits to their surviving spouses, if any. The statutory minimum benefits are described in more detail on the next page. For Certificated employees who have attained age 55 and completed at least 15 years of continuous service at retirement, the District pays a supplement equal to the single premium for medical coverage for a retiree until age 65, subject to the District cap for active employees (currently $11,000 per year). Retirees may then continue coverage under PEMHCA and receive the statutory minimum for their further lifetimes.

Classified Employees may retire under PERS and receive District-paid statutory minimum benefits under PEMHCA for their further lifetimes, with ongoing benefits to their surviving spouses, if any. The statutory minimum benefits are described in more detail on the next page. For Classified employees who have attained age 55 and completed at least 15 years of service at retirement, the District pays a supplement equal to the retiree-only premium plus vision coverage until age 65 or for a minimum of 5 years if retirement occurs after age 60. Retirees may then continue coverage under PEMHCA and receive the statutory minimum for their further lifetimes. Classified employees hired on or after August 1, 2004 are subject to a medical cap of $3,468. Benefits are pro-rated for part-time employees based on their full-time equivalency (FTE) at time of retirement.

Management Employees may retire under PERS or STRS and receive District-paid retiree medical, retiree vision, and dependent medical benefits after attainment of age 55 and completion of either 5 years of continuous service in a management, supervisory or confidential position, or 15 years of continuous service with at least the last year in a management, supervisory or confidential position. Retirees are subject to the District cap for active employees (currently $11,000 per year). District-paid benefits continue until age 65 or for a minimum of 5 years if retirement occurs after age 60. Retirees may then continue coverage under PEMHCA and receive the statutory minimum for their further lifetimes.

Benefit Plan Provisions (Continued)

PEMHCA Statutory Minimum Contribution

The District's minimum contribution on behalf of all retirees covered by PEMHCA is equal to 100% of the statutory minimum ($133/month for 2018). Any retiree participating in PEMHCA but not otherwise receiving a District retiree health contribution is entitled to receive lifetime District-paid statutory minimum contributions. The District also pays a 0.32%-of-premium administrative fee to PERS on behalf of all employees and retirees of the District covered under PEMHCA.

The following table shows January 1, 2018 selected monthly PERS Health (PEMHCA) premiums for retirees within the "Los Angeles Area" region:

	Blue Shield Access HMO	Kaiser HMO	PERS Choice PPO	PERS Care PPO
Basic Plan				
Retiree	$675.98	$573.89	$637.53	$715.88
Retiree + 1	1,351.96	1,147.78	1,275.06	1,431.76
Family	1,757.55	1,492.11	1,657.58	1,861.29
Medicare Supplement				
Retiree	N/A	$300.48	$353.63	$389.76
Retiree + 1	N/A	600.96	707.26	779.52
Family	N/A	901.44	1,060.89	1,169.28

Valuation Data

Active and Retiree Census

Age distribution of retirees included in the valuation

Age	Supplement	Statutory Minimum	Total
Under 55	0	0	0
55-59	12	0	12
60-64	62	0	62
65-69	23	80	103
70-74	4	83	87
75-79	4	54	58
80-84	0	26	26
85-89	0	19	19
90-94	0	7	7
95-99	0	2	2
100+	0	1	1
All Ages	105	272	377
Average Age	64.32	74.63	71.76

Age/Years of service distribution of active employees included in the valuation

Years→	0-4	5-9	10-14	15-19	20-24	25-29	30-34	35+	Total
Age									
<25	8	0	0	0	0	0	0	0	8
25-29	71	9	1	0	0	0	0	0	81
30-34	80	44	14	2	0	0	0	0	140
35-39	55	43	52	6	0	0	0	0	156
40-44	38	20	29	40	12	1	0	0	140
45-49	39	32	34	42	45	13	2	0	207
50-54	37	16	41	36	33	38	6	1	208
55-59	17	9	24	39	35	29	17	4	174
60-64	5	8	22	27	28	21	7	6	124
65+	1	2	9	11	14	8	5	5	55
All Ages	351	183	226	203	167	110	37	16	1,293

Average Age: 47.2
Average Service: 13.4

Actuarial Assumptions

The liabilities set forth in this report are based on the actuarial assumptions described in this section.

Valuation Date:	July 1, 2018
Actuarial Cost Method:	Entry Age, Level Percent of Pay
Discount Rate:	
Accrued Liability	3.91% per annum
GASB 75	3.91% per annum
Return on Assets:	6.00% per annum
Salary Increases:	3.00% per annum
Pre-retirement Turnover:	According to Crocker-Sarason Table T-5 less mortality, increased by 20% at all ages. Sample rates are as follows:

Age	Turnover (%)
25	9.3%
35	7.5
45	4.8
55	1.1

Pre-retirement Mortality: RP-2014 Employee Mortality, without projection. Sample deaths per 1,000 employees are as follows:

Age	Males	Females
25	0.48	0.17
35	0.52	0.29
45	0.97	0.66
55	2.79	1.67

Post-retirement Mortality: RP-2014 Healthy Annuitant Mortality, without projection. Sample deaths per 1,000 retirees are as follows:

Age	Males	Females
55	5.74	3.62
60	7.78	5.19
65	11.01	8.05
70	16.77	12.87
75	26.83	20.94
80	44.72	34.84
85	77.50	60.50
90	135.91	107.13

Actuarial Assumptions (Continued)

Claim Cost per Retiree or Spouse:

Age	Medical/Rx	Dental/Vision
50	$8,716	$139
55	10,104	139
60	11,713	139
64	13,183	139
65	4,190	139
70	4,190	139
75	4,190	139

Retirement Rates:

Age	Percent Retiring*	Age	Percent Retiring*
55	6.0%	61	15.0%
56	7.0	62	18.0
57	8.0	63	22.0
58	9.0	64	25.0
59	10.0	65	100.0
60	12.0		

* The percentage refers to the probability that an active employee who has reached the stated age will retire within the following year.

Trend Rate: Healthcare costs were assumed to increase according to the following schedule:

FYB	Medical/Rx	Dental/Vision	Medical CPI
2018	6.0%	4.0%	3.5%
2019	5.9	4.0	3.5
2020	5.8	4.0	3.5
2021	5.7	4.0	3.5
2022	5.6	4.0	3.5
2023	5.5	4.0	3.5
2024	5.4	4.0	3.5
2025	5.3	4.0	3.5
2026	5.2	4.0	3.5
2027	5.1	4.0	3.5
2028+	5.0	4.0	3.5

District Caps: Classified cap assumed frozen for all future years. Active employee cap assumed to increase with full healthcare trend.

Percent Waiving Minimum: 30%, after supplement ceases. Percentage applied to both future retirees, and current retirees who are still receiving District supplement.

Percent of Retirees with Spouses: Future Retirees: 30% of future retirees were assumed to have spouses. Female spouses assumed three years younger than male spouses. Current Retirees: Based on actual spousal data.

Actuarial Certification

The results set forth in this report are based on our actuarial valuation of the health and welfare benefit plans of the Burbank Unified School District ("District") as of July 1, 2018.

The valuation was performed in accordance with generally accepted actuarial principles and practices. We relied on census data for active employees and retirees provided to us by the District. We also made use of claims, premium, expense, and enrollment data, and copies of relevant sections of healthcare documents provided to us by the District, and (when applicable) trust statements prepared by the trustee and provided to us by the District.

The assumptions used in performing the valuation, as summarized in this report, and the results based thereupon, represent our best estimate of the actuarial costs of the program under GASB 74 and GASB 75, and the existing and proposed Actuarial Standards of Practice for measuring post-retirement healthcare benefits.

Throughout the report, we have used unrounded numbers, because rounding and the reconciliation of the rounded results would add an additional, and in our opinion unnecessary, layer of complexity to the valuation process. By our publishing of unrounded results, no implication is made as to the degree of precision inherent in those results. Clients and their auditors should use their own judgment as to the desirability of rounding when transferring the results of this valuation report to the clients' financial statements.

The undersigned actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this report.

Certified by:



Carlos Diaz, ASA, EA, MAAA
Actuary



Molly McGee, ASA, MAAA
Actuary

Burbank Unified School District
GASB 75 Valuation Results By Employee Group

	7/1/2018 Certificated	7/1/2018 Classified	7/1/2018 Management	7/1/2018 Total All Groups
District-paid Present Value of Benefits				
Actives	$ 34,635,305	$ 19,860,235	$ 6,379,017	$ 60,874,557
Retirees	5,426,088	4,375,654	707,171	10,508,913
Total District-Paid PVFB:	$ 40,061,393	$ 24,235,889	$ 7,086,188	$ 71,383,470
District-paid Total OPEB Liability				
Actives	$ 21,810,269	$ 13,845,458	$ 3,935,260	$ 39,590,987
Retirees	5,426,088	4,375,654	707,171	10,508,913
Total District-Paid TOL:	$ 27,236,357	$ 18,221,112	$ 4,642,431	$ 50,099,900
Assets[1]	(3,911,730)	(2,616,946)	(666,753)	(7,195,429)
District-paid Net OPEB Liability	**$ 23,324,627**	**$ 15,604,166**	**$ 3,975,678**	**$ 42,904,471**
Components of Net OPEB Expense				
Service Cost at Year-end	$ 1,318,455	$ 843,302	$ 277,684	$ 2,439,441
Interest Cost	1,049,924	697,067	179,442	1,926,433
Expected Return on Assets	(234,704)	(157,017)	(40,005)	(431,726)
Total[2]	**$ 2,133,675**	**$ 1,383,352**	**$ 417,121**	**$ 3,934,148**

1. Assets, if any, allocated in proportion to AL for illustration purposes only; GASB 75 does not provide authority for this calculation.
2. Does not include Deferred Inflows/Outflows components that may apply at fiscal year-end.

Burbank Unified School District
GASB 75 Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

Net OPEB Liability

Measurement Date	07/01/2018	06/30/2018
Valuation Date	07/01/2018	07/01/2016
Total OPEB Liability	$50,099,900	$44,933,699
Plan Fiduciary Net Position	(7,195,429)	(7,195,429)
Net OPEB Liability	$42,904,471	$37,738,270
Net Deferred Outflows of Resources	$5,166,201	

Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB[1]

Type	Initial Amount	Date	Remaining Period (Years)	Deferred Outflows[2]	Deferred Inflows[2]	Recognition[3]
Difference between expected and actual experience	($6,252,533)	07/01/18	7.3642	$0	$6,252,533	($849,044)
Changes in assumptions or other inputs (Trend)	$522,078	07/01/18	7.3642	$522,078	$0	$70,894
Changes in assumptions or other inputs (Discount Rate)	$10,896,656	07/01/18	7.3642	$10,896,656	$0	$1,479,680
Net Amount	$5,166,201			$11,418,734	$6,252,533	$701,530

[1] For the 06/30/2019 measurement date, DFA will provide updated supplemental GASB 75 disclosure information;

[2] Beginning of year;

[3] Charge/(Credit);

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Second Reading and Approval of the BUSD Cybersecurity Guide

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Background:
On May 2, 2019, the Board of Education approved the First Reading of the BUSD Cybersecurity Guide.

On January 19, 2017, RSM completed an Information Systems Security Review for the District, which was a service provided through the West San Gabriel Liability & Property JPA.

District Wide Goals for 2018-2019:
7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

Discussion/Issues:
The Information Systems Security Review by RSM recommended the following improvements for our District in regards to cybersecurity controls:

- Develop a risk management policy.
- Develop a data classification policy.
- Develop a cyber security awareness training program.
- Develop an incident response plan.
- Develop an information security audit policy.

On October 26, 2018, the District entered an agreement with CliftonLarsonAllen for professional services to create a Cybersecurity Guide to serve as a framework that will allow the District to begin addressing the concerns identified in the RSM Information Systems Security Review. The BUSD Cybersecurity Guide is a collection of formal cybersecurity guidelines and procedures that will serve as a foundation to further improve the District's cybersecurity posture by clearly defining and communicating expectations and best practices. These policies will not immediately address all the concerns raised by the RSM audit, but serve as a roadmap to completing large and time-consuming projects like formal information system risk assessments, business continuity plans, and implementing a cyber security awareness training program for all employees.

District staff worked with CliftonLarsonAllen to develop the BUSD Cybersecurity Guide using multiple information and cybersecurity frameworks, including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, the Center for Internet Security (CIS) Controls Standard, and the International Organization for Standardization (ISO) 27001 Information Security Management Systems Standard.
In order to align current board policy with the new BUSD Cybersecurity Guide, revisions are proposed to existing policies in a separate Board agenda item, First Reading of Proposed Revision of Selected Board Policies and Administrative Regulation.

Fiscal Impact:
There is no fiscal impact.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, will facilitate the Board's second reading and approval of the BUSD Cybersecurity Guide, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

CYBERSECURITY GUIDE

Board Approved:
XX/XX/2019

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Cybersecurity Guide Change Requests

This document contains Burbank Unified School District's (BUSD) written Cybersecurity Guide (Guide). All changes to this document will be controlled and managed using the following document change control process:

1. A change request to this document will be submitted to the Director of IT and Education Support in writing.
2. The person(s) submitting the change will include their justification for and benefits of the change in their written request.
3. The Director of IT and Education Support will present all change requests to the Facilities and Technology Subcommittee for review.
4. The Facilities and Technology Subcommittee will review and approve or disapprove each change request.
5. All changes to this document will be recorded in the Document Control Change Log below.
6. Once a year, an updated Cybersecurity Guide document will be presented to the Board of Education for review and approval.

Cybersecurity Guide Document Change Control Log

Date of Change Request	Change Requested by	Requested Change	Change Description	Date FTS Approved	Date Change Implemented	Change Implemented By

Cybersecurity Guide Overview

1. INTRODUCTION

The Board of Education intends for Burbank Unified School District (BUSD) to adhere to the requirements of The Family Educational Rights and Privacy Act of 1974 (FERPA), The Children's Internet Protection Act (CIPA), The Children's Online Privacy Protection Act (COPPA), Student Online Personal Information Protection Act (SOPIPA), and California Assembly Bill No. 1584 for the safeguarding of sensitive information and the protection of minors. To accomplish this, BUSD has developed this Cybersecurity Guide (Guide), which applies to all BUSD employees and third-party providers who process, store, or transmit sensitive data for BUSD.

2. PURPOSE

The purpose of this Guide is to establish general guidelines for securing, managing, and operating the cyber/information security and technology infrastructure of BUSD. The objectives of this Guide will encompass the following:

- Ensuring the confidentiality, integrity, and availability of sensitive information.
- Protecting against anticipated threats or hazards to such information.
- Protecting against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any BUSD student or employee.

This Cybersecurity Guide shall:

- Describe the elements that constitute cybersecurity.
- Explain the need for cybersecurity to preserve the confidentiality, integrity, and availability of sensitive information and organizational assets.
- Specify the various categories of data, equipment, connectivity devices, and processes subject to the Guide.
- Document responsibilities of each employee and functional area.
- Use approved standards and guidelines to establish appropriate security levels.
- Explain the appropriate administrative, technical, and physical safeguards in place to protect informational assets against unauthorized access or use.
- Help preserve data integrity by establishing guidelines preventing the alteration, manipulation, or compromise of information.
- Provide standards for efficient and appropriate use of information resources.
- Ensure guidelines are in place for the ongoing availability of information assets.

3. RESPONSIBILITY AND REPORTING

The safeguarding of sensitive information is the responsibility of all BUSD employees, board members, and third-party providers, and all have specific roles and responsibilities in developing, implementing, and enforcing an effective Guide.

Board of Education

The Board of Education has the overall responsibility for oversight of BUSD's Cybersecurity Guide. This includes approval of management reports and annual review and approval of the Guide. On an annual basis the Board of Education will:

- Appoint an Information Security Officer, currently the Director of IT and Education Support.
- Approve the Guide, including the Information Security Risk Assessment, all written information security policies, the Business Continuity/Disaster Recovery Program, the Incident Response Program, and the Vendor Management Program at least annually and make any revisions or amendments as needed.
- Review and approve an annual report on the overall status of the Cybersecurity Guide.

Facilities and Technology Subcommittee

The Facilities and Technology Subcommittee (FTS) is responsible and accountable for:

- Reviewing Guide enhancements, new products, or security concerns.
- Assisting the Director of IT and Education Support in the development, implementation, adjustment, and maintenance of the Guide.
- Holding meetings bi-weekly and maintaining written minutes for each meeting.
- Reviewing the activities of all third-party service providers that have access to BUSD's sensitive information and technology systems.

Director of IT and Education Support

The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for Guide administration, including:

- Management and oversight of the Information Security Risk Assessment (ISRA), policy development, standards and procedures, testing, training, and security reporting processes
- Review of the Guide and annual submission of a written report to the Board of Education describing its overall status
- Performing periodic user access reviews
- Monitoring adherence to policies and procedures
- Reviewing system security reports
- Testing aspects of the Guide
- Monitoring the physical security environment
- Responding to a cyber/information security event

Network/Systems Analysts

The Network/Systems Analysts are responsible and accountable for network administration and maintenance, including:

- Development, implementation, and oversight of network documentation
- Network user access rights administration
- Employee and third-party authentication
- Firewall administration and monitoring
- Network and host operating system administration
- Application access and administration
- Remote access and administration
- Endpoint security software administration

- Encryption
- System logging and monitoring
- Network administration reporting

Employees
Employees are responsible and accountable for:
- Reviewing, understanding, and adhering to Guide requirements.
- Proper use of information systems resource under their direct control.
- Reporting information security concerns to the Director of IT and Education Support.

4. CYBERSECURITY GUIDE GUIDELINES

The Board of Education appoints the Director of IT and Education Support as the Information Security Officer and the responsible party for assessing risks for unauthorized transfer of sensitive information and implementing procedures to minimize those risks to BUSD. The ISO will assess the internal control structure put in place by BUSD and to verify that all BUSD departments adhere to the general requirements of these guidelines.

Facilities and Technology Subcommittee

1. INTRODUCTION

Burbank Unified School District (BUSD) has a responsibility to establish and maintain a Facilities and Technology Subcommittee (FTS). The Board of Education will appoint subcommittee members who represent a broad range of expertise and knowledge of BUSD's operations and functional areas.

2. PURPOSE

The purpose of this guideline is to communicate the FTS's purpose and responsibilities for the Cybersecurity Guide (Guide).

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Annual membership approval and oversight of the FTS.
- Review and approval of FTS minutes submitted to the Board.

Director of IT and Education Support
The Director of IT and Education Support will serve as the Information Security Officer (ISO) and is responsible and accountable for:

- Bringing all system logs and monitoring reports to the FTS for review.
- Reviewing network administration reports.
- Reviewing all IT security issues with the FTS.
- Reviewing any change requests with the FTS.
- Researching new technologies to discuss with the FTS.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Oversight of BUSD's cybersecurity activities; however, specific responsibilities may be distributed throughout BUSD as necessary. Key responsibilities of subcommittee members include:
  - Overseeing the Cybersecurity Guide.
  - Managing the information security risk assessment process.
  - Understanding the impact of technology on District operations.
  - Helping to define new processes and techniques and identify technical tools.
  - Identifying technology initiatives that will support strategic and educational plans.
  - Reviewing the need for specific technology initiatives.
  - Prioritizing technology projects and reviewing all technology requests prior to submitting to the Board of Education for approval.
  - Prioritizing training requirements to best utilize technology.

- Overseeing implementation of technology initiatives.

4. FACILITIES AND TECHNOLOGY SUBCOMMITTEE GUIDELINES

The FTS will:

- Be aligned with educational goals and objectives of BUSD and maintain a district technology plan.
- Approve and oversee the implementation of cybersecurity measures, including risk assessments, policies and procedures, and training.
- Review all cybersecurity audits and monitor all findings to resolution.
- Provide adequate reporting to management and the Board of Education regarding major cybersecurity initiatives and activities.
- Establish a sound methodology for review and approval of Guide projects.
- Review major cybersecurity and technology purchases and seek approval as required for such purchases.
- Maintain a business continuity/disaster recovery plan and incident response plan.
- Maintain written minutes of each committee meeting.
- Review staff training needs related to cybersecurity.
- Oversee the development and maintenance of cybersecurity policies and procedures.

Cybersecurity Strategy Guidelines

1. INTRODUCTION

Burbank Unified School District (BUSD) has the responsibility to develop, implement, and maintain an effective Cybersecurity Strategy to provide an overall framework for safeguarding BUSD's sensitive information. The strategy should provide the Board of Education with assurance that the proper controls and monitoring are in place to safeguard BUSD's sensitive information.

2. PURPOSE

The Cybersecurity Guide (Guide) policies will incorporate BUSD's Cybersecurity Strategy and establish clear guidelines for all personnel to maintain a controlled, secure, and productive technology environment. Information security will protect the confidentiality, availability, and integrity of BUSD's sensitive information assets.

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Guide oversight and annual review of the Cybersecurity Strategy.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Guide security administration and annual employee training.
- Review of the Guide and annual submission of a written report to the Board describing the overall status of the Guide.

Facilities and Technology Subcommittee
The FTS is responsible and accountable for:

- Guide oversight and the development, implementation, and maintenance of an effective Cybersecurity Strategy to develop and maintain the Guide.
- Communicating the Guide policies and establishing clear guidelines for all personnel to ensure they understand their responsibilities for safeguarding information.
- Establishing and maintaining an effective Information Security Risk Assessment (ISRA) and shall review and update it prior to any Guide changes and at least annually.
- Monitoring the roles and responsibilities of all third-party providers that have access to BUSD's sensitive information and technology systems. The FTS will contractually require that third-party providers implement appropriate security measures.

Employees

BUSD Employees are responsible and accountable for:

- The proper care, use, and safeguarding of BUSD's information and technology systems.
- Reading BUSD's Board Policy/Administrative Regulation 4040 and signing the Acceptable Use Agreement - Employee/Volunteers form to certify they understand this agreement.

4. CYBERSECURITY STRATEGY GUIDELINES

The Cybersecurity Strategy shall include:

- A Guide to mitigate foreseeable risks while complying with legal, contractual, and internally developed requirements. It will include relevant policies, standards, and procedures; information and technology systems architecture; physical security; resource dedication; training; and independent testing, reviews and audits.
- The implementation of layered controls for risk mitigation.
- Periodic updates as changes occur in BUSD's risk environment.
- An annual report to the Board of Education on the overall status of the Guide.

Information Security Risk Assessment Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop, implement, and maintain an effective Information Security Risk Assessment Program. Key BUSD personnel shall participate in the risk assessment process to define the Cybersecurity Guide's (Guide) policies, guidelines, and controls.

2. PURPOSE

The Information Security Risk Assessment will assure the Board of Education that risks and threats to sensitive information and technology systems are properly identified, measured, monitored, and controlled. The Information Security Risk Assessment (ISRA) is an assessment of BUSD's technical and non-technical informational assets and the level of risk associated with those assets. The assets are risk weighted under the following categories:

- Threat - Events that could cause harm to the confidentiality, integrity, and availability of information or information systems. These events include: internal and external threats, human, natural, and technical.
- Vulnerability - Weaknesses in a system, or control gaps that, if exploited, could result in unauthorized disclosure, misuse, alteration, or destruction of information or information systems.
- Business Impact - Impact of potential threats or vulnerabilities on the confidentiality, integrity, availability, operations, and financials of BUSD.
- Probability of Occurrence - The probability or likelihood that threats or vulnerabilities could impact information given the current control environment.
- Controls - The controls used to mitigate threats and vulnerabilities decreasing the impact or probability of occurrence. These controls can be in the form of preventative, detective, and corrective measures.

The ISRA may be reviewed and updated periodically to reflect the current level of risk. The ISRA is submitted to the Board of Education at least annually for review and approval. All changes and updates are risk assessed prior to being implemented.

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Oversight of the ISRA and control decisions.
- Annual review and approval of the ISRA.

Director of IT and Education Support

The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Leading the Facilities and Technology Subcommittee in the development, implementation, and maintenance of the ISRA.
- The first ISRA shall be completed by June 30th, 2020.

Facilities and Technology Subcommittee (FTS)

The FTS is responsible and accountable for:

- The development, implementation, and maintenance of the ISRA

Employees

BUSD Employees are responsible for:

- Day-to-day assurance that sensitive information is afforded protection of information integrity, availability, and confidentiality.
- Review information security guidelines contained within this Guide and attend annual information security training.
- Report any information security concerns to the Director of IT and Education Support immediately.

4. INFORMATION SECURITY RISK ASSESSMENT GUIDELINES

The Director of IT and Education Support will ensure the guidelines, processes, and procedures listed below are implemented to support the development, maintenance, and ongoing support of BUSD's ISRA.

- The ISRA shall be updated after all Guide changes and at least annually.
- The ISRA process shall identify:
    - All Information Assets that store, transmit, or process sensitive information;
    - The Value of the Information Asset to BUSD's operations;
    - Reasonably foreseeable Risks to each Information Asset;
    - The Likelihood of the Risk occurring;
    - The Impact to BUSD's operations if the Risk occurs;
    - A calculation of the Inherent Risk of each Information Asset;
    - Relevant Controls to mitigate each Risk;
    - The Effectiveness of each Control;
    - A calculation of the Residual Risk of each Information Asset.
- The risk assessment process will consider the areas within BUSD to be assessed and the risk to sensitive information stored on both paper and electronic media. The assessment will also consider the controls needed to safeguard sensitive information from risks and threats.
- For those Information Assets with a Residual Risk greater than "Low," the risk assessment shall document additional controls to reduce the Residual Risk or shall document the Board of Education's acceptance of the higher risk level.
- The Inherent Risk ratings of each Information Asset shall be used to guide the scope and frequency of the Information Security Audit Program, where those Information Assets with a higher Inherent Risk level will be audited more frequently.

- The Director of IT and Education Support will report the outcomes of the annual information security risk assessment to the FTS and the Board of Education for review and approval.

Acceptable Use Agreement – Employee/Volunteer

The Burbank Unified School District authorizes district employees/volunteers to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all employees/volunteers to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees/volunteers may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee/volunteer who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Employee/Volunteer Obligations and Responsibilities

Employees/volunteers are expected to use district technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee/volunteer, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by employees/volunteers as a result of their personal use of district technology.

The employee/volunteer in whose name district technology is issued is responsible for its proper use at all times. Employees/volunteers shall not share their assigned online

services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees/volunteers shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees/volunteers shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Employees/volunteers are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any employee or student by anyone, based on the employee or student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics. This includes political beliefs.

2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor

3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee

4. Engage in unlawful use of district technology for political lobbying

5. Infringe on copyright, license, trademark, patent, or other intellectual property rights

6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)

7. Install unauthorized software

8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for use in conducting district business, no employees/volunteers should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees/volunteers should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee/volunteer on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If an employee/volunteer uses a personally owned device to access district technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

The following guidelines shall be followed when using personally owned devices to access BUSD resources:

1. Confidential information shall not be stored on mobile devices.

2. Keep mobile device operating systems and applications up-to-date with the latest security patches and enable automatic updates.

3. Secure all mobile devices with a strong password and encryption when possible.

4. Install and maintain appropriate endpoint security protection on mobile devices.

5. Report any suspected incident of unauthorized data access immediately to the Director of IT and Education Support.

6. Refrain from forwarding sensitive BUSD information to personal email accounts or to non-BUSD employees.

7. Refrain from leaving mobile devices unattended.

8. Refrain from using mobile devices to text or email while driving.

9. Agree and acknowledge that BUSD will establish audit trails to monitor access to internal BUSD resources and to identify unusual usage patterns or other suspicious activity. Audit trails may be accessed, published, and used without notice.

10. Participate in required training.

Records

Any electronically stored information generated or received by an employee/volunteer which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

Reporting

If an employee/volunteer becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's/volunteer's access to district technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Employee/Volunteer Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP/AR 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Personnel Name:_____ Position: _____
(Please print)

School/WorkSite: _____

Employee / Volunteer (Please Circle)

Signature:_____ Date:_____

Acceptable Use Agreement – Students

The Burbank Unified School District authorizes students to use technology owned or otherwise provided by the District along with personal devices for instructional purposes. The use of technology while on campus is a privilege permitted at the District's discretion. It is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement.

The District expects all students to use technology responsibly in order to avoid potential problems and liability. The District may place reasonable restrictions on sites, materials, and/or information that students may access through our system. The District uses technology protection measures to block or filter access, as much as reasonably possible, to visual and written depictions that are obscene, pornographic, or harmful to minors over the network. The District can and will monitor users' online activities and access, review, copy, and store or delete any communications or files and share them with adults as necessary. Users should have no expectations of privacy regarding their use of district equipment, network, and/or internet or files, including email. The above includes any and all personal items used on campus.

With parent/guardian permission, the District will make student e-mail accounts available for all secondary students. Students will be allowed to send e-mails to other district accounts only. Student e-mail accounts will be able to receive e-mails from outside sources allowing students the ability to use educational software and reset passwords. E-mail accounts are provided at the discretion of the District and can be suspended and/or revoked at any time.

For the purpose of this agreement, technology includes, but is not limited to: computers, the District's network (including servers and Wi-Fi), the Internet, e-mail, USB drives, laptops, tablets, phones, and any other electronic device.

By signing the Acknowledgement of Rights and Responsibilities form in the Annual Parent Notification Packet, you acknowledge that you understand the following:

1. I am responsible for practicing positive digital citizenship. As a representative of this school, I will accept personal responsibility for reporting any misuse of the network to a teacher, administrator, or system administrator. In addition, I agree to the following:
    a. I will practice positive digital citizenship, including appropriate behavior and contributions on websites, social media, discussion boards, media sharing sites, and all other electronic communications, including new technology.
    b. I will be honest in all digital communication.
    c. I understand that what I do and post online must not disrupt school activities or compromise school safety and security.

2. I am responsible for keeping personal information private.

a. I will not share personal information about myself or others including, but not limited to, names, home addresses, telephone numbers, birth dates.
b. I will abide by all laws, the Student Acceptable Use Policy, the Student Bring Your Own Device Policy, and all District security policies.

3. I am responsible for my passwords and my actions on District accounts.
a. I will not share any school or District usernames and passwords with anyone.
b. I will not access the account information of others.
c. I will log out of unattended equipment and accounts in order to maintain privacy and security.

4. I am responsible for my verbal, written, and artistic expression.

5. I am responsible for treating others with respect and dignity.
a. I will not send and/or distribute hateful, discriminatory, or harassing digital communications, or inappropriate texts.
b. I understand that bullying in any form, including cyberbullying, is unacceptable.

6. I am responsible for accessing only educational content when using District technology or personal technology on the District's network.
a. I will not seek out, display, or circulate material that is hate speech, sexually explicit, or violent.
b. I understand that any exceptions must be approved by a teacher or administrator as part of a school assignment.
c. I understand that the use of the District network for illegal, political, or commercial purposes is strictly forbidden.

7. I am responsible for respecting and maintaining the security of District electronic resources and networks.
a. I will not try to bypass security settings and filters, including through the use of proxy servers to access websites blocked by the District.
b. I will not install or use illegal software or files, including copyright protected materials, unauthorized software, or apps on any District computers, tablets, smartphones, or other new technologies.
c. I will not access the Internet through a personal data plan or hotspot for either district or personal devices.
d. I will not use the District network or equipment to obtain unauthorized information, attempt to access information protected by privacy laws, or impersonate other users.

8. I am responsible for taking all reasonable care when handling District equipment.
a. I understand that vandalism in any form is prohibited.
b. I will report any known or suspected acts of vandalism to the appropriate authority.
c. I will respect my and others' use and access to District equipment.
d. If I have received a laptop tablet device to use at home, by accepting the possession of the device I agree to the following.

i. I understand that it is to be used for school work only and in accordance with the Student Acceptable Use Policy.
ii. I shall not sell, lease or otherwise grant anyone rights to the device.
iii. I shall adhere to the District's rules and regulations governing the use of the device and software and comply with all applicable copyright and other regulations regarding the software.
iv. I understand that I am responsible for any damage to the device. The District may request the device and software be returned at any time. Upon request by the District or termination of the agreement, I must return the device to the District, in the same condition as on the agreement beginning date, reasonable wear and tear excepted.
v. I agree to accept the device and software "as is." In no event shall the District be liable to me for my use of the device.
vi. I understand that in the event of theft, misuse or carelessness, the device will not be replaced. I understand that if loss or damage occurs while the device is in a car, at my home, or anywhere outside of a district building, I am responsible for any damage, and in case of theft, for filing an official police report and informing my school immediately. I will personally guarantee reimbursement of the replacement cost of the device to the District or I will make arrangements with my school to complete community service hours if the equipment is lost or damaged.

9. I am responsible for respecting the works of others.
   a. I will follow all copyright (http://copyright.gov/title17/) guidelines.
   b. I will not copy the work of another person and represent it as my own and I will properly cite all sources.
   c. I will not download illegally obtained music, software, apps, and other works.

10. Using the district's computing and network resources is a privilege and not a right, and any inappropriate use will result in loss of those privileges. The designated system administrator(s) (operating under the aegis of the Board of Education) will decide what appropriate use is, and their decision is final. The system administrator(s) may close an account at any time deemed necessary. The administration or staff of the district may request the system administrator deny, revoke, or suspend specific user accounts.

11. The district makes no warranties of any kind, whether express or implied, for the service it is providing. The district has no control over the Internet. The district will not be responsible for any damages suffered while on the computer network systems. These damages include, but not are not limited to loss of data or service interruptions caused by the systems or by user errors or omissions. Use of any information gathered from the network systems is at the user's own risk. The district specifically denies responsibility for the accuracy of information obtained through its network services.

12. The information service may occasionally require new registration and account information from you to continue the service. You must notify the information system of any changes in your account information.

BRING YOUR OWN DEVICE POLICY – STUDENT GUIDELINES

The following guidelines explain appropriate use of personally owned mobile devices by students. Please note that classroom teachers make the final decision as to whether or not devices will be allowed to be used in the classroom.

1. Students may possess or use personal electronic signaling devices on school campus provided that such devices do not disrupt the educational program or school activities and are not used for illegal or unethical activities such as cheating on assignments or tests or accessing inappropriate content.

2. The District assumes no responsibility for loss, theft, damage, or maintenance of student owned devices that are brought to school. Students are solely responsible for the security of their own devices.

3. Electronic signaling devices shall be turned off and kept out of sight during class time or at any other time as directed by a school district employee, except where deemed medically necessary or when otherwise permitted by the teacher or administration. No student shall be prevented from using his/her cell phone in case of an emergency, except where that use inhibits the ability of school district employees to effectively communicate instructions for the safety of students.

4. The District assumes no responsibility for data used by students on individual cell plans.

5. Use of electronic devices to record video, pictures, and/or audio (while on campus) is not permitted unless given specific permission by staff member.

6. Students are responsible for bringing fully charged devices to school. Devices cannot be plugged in and left in classrooms or other areas of the school. Teachers and staff are not responsible for devices left in classrooms or other areas of school. Teachers and staff have discretion to allow charging if they deem it to be appropriate.

7. Devices are subject to search by school administration and/or law enforcement when it has been suspected that they have been used in an unlawful manner or there is reasonable suspicion of wrongdoing; such as (but not limited to) cheating on tests, unauthorized recording (audio and/or visual). Otherwise, school district employees will not search a device without the express authorized consent of the student and the student's parent or legal guardian.

8. Students are not permitted to record images, media, or student work without prior consent and authorization from a school administrator or teacher.

9. High school students may use electronic devices during passing periods, nutrition, lunch, and after school provided that they are not oppositional to any of

the above policies. Middle school students are only permitted to use devices during class with staff members' permission.

10. Students may not use electronic devices in ways that would disrupt educational or other school activities.

11. Students cannot be required to use their own personal devices. The District expects that teachers will provide other tools for students to use (as required by instruction and equity of access) when personal devices are not available or students choose not to use them.

12. Students may not share their personal electronic devices (for classroom use).

Violations of these conditions may result in progressive discipline. If a student's use of an electronic signaling device causes a disruption, a school district employee, on the first offense, may direct the student to turn off the device or reprimand the student. On subsequent offenses, the employee may confiscate the device and return it to the student at the end of the class period, school day or activity. A student's right to carry such devices may be revoked for subsequent offenses except where deemed medically necessary. Students may be subject to other disciplinary measures when their use of an electronic signaling device violates independent school rules, such as prohibitions on cheating.

Business Continuity/Disaster Recovery Program Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop a comprehensive Business Continuity/Disaster Recovery Program (BC/DRP) to provide for the continuation of daily operations and to provide educational services in a safe, secure, and reliable manner.

2. PURPOSE

These guidelines apply to BUSD's critical functions and daily operations of the technology infrastructure. The BC/DRP is comprised of a series of departmental and functional area plans and structured to enable BUSD to recover operations efficiently and effectively, and with the flexibility to respond to different events with differing levels of severity and complexity. For detailed procedures, see the Business Continuity/Disaster Recovery Plan.

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Approving annual updates to the BC/DRP.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Leading the Facilities and Technology Subcommittee in the development, implementation, and maintenance of the BC/DRP.
- Declaring whether a business disruption is considered a disaster.
- The initial BC/DRP shall be completed by June 30th, 2021.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Overseeing activities of the Business Continuity/Disaster Recovery Team (BC/DR Team).
- Prioritizing, reviewing, and approving resource requirements needed to develop and maintain the BC/DRP, including the Business Continuity/Disaster Recovery Risk Assessment, Business Impact Analysis, and resumption plans for critical functions.
- Annual review of a summary of BC/DRP test results.

Business Continuity/Disaster Recovery Team Leader

The Business Continuity/Disaster Recovery Team Leader (BC/DR Team Leader) is responsible and accountable for:

- Overseeing activities of BC/DR Team customers as directed.
- Providing support and coordination of the overall BC/DRP.
- Ensuring backup plans remain adequate.
- Scheduling and coordinating BC/DRP testing and training.
- Managing the execution of resumption efforts and directing recovery activities.
- Ensuring annual training and awareness programs are conducted.

Business Continuity/Disaster Recovery Team

The Business Continuity/Disaster Recovery Team (BC/DR Team) is responsible and accountable for:

- Meeting as needed to work on and discuss contingency activities.
- Planning for and reviewing BC/DRP adjustments.
- Reviewing and updating the BC/DRP and providing feedback to the FTS on risk mitigation strategies.
- Reviewing overall resumption plans for critical functions to ensure they can be restored within reasonable timeframes.

Employees

Employees are responsible and accountable for:

- Understanding the procedures for recovery of critical functions.
- Participating in periodic BC/DRP training and testing activities as assigned.

4. BUSINESS CONTINUITY/DISASTER RECOVERY PLANNING GUIDELINES

The FTS will ensure the BC/DR guidelines below are developed, implemented, and maintained to ensure safe, secure, and continued educational operations.

- The Director of IT and Education Support will develop, implement, and maintain an adequate Business Continuity and Disaster Recovery Plan. The plan will be tested annually.
- The FTS shall establish a BC/DR Team to develop, implement, maintain, and test the BC/DRP. The BC/DR Team Leader will identify participants to assist in this process.
- The goal of the BC/DRP will be to minimize data loss and impact, and ensure the availability of critical systems, personnel, and resources in the event of a system outage. The BC/DRP will ensure the continuity of critical functions and provide for rapid recovery to reduce the overall impact of a disaster.
- The BC/DRP will include defined roles and responsibilities of each individual involved with the contingency plan.
- The BC/DRP will identify BUSD's critical systems and include priorities for restoring these systems. BUSD's critical systems include:
    - Data Center HVAC and Fire Suppression Systems
    - Data Center Networking and Communication Systems
    - Data Center Compute and Storage Systems

- The Director of IT and Education Support shall test all critical systems at least annually, update the BC/DRP as necessary, and report test results to the Board of Education.
- The Director of IT and Education Support shall distribute copies of the plan and shall maintain copies in multiple locations. Copies of the plan will also be maintained at the residences of key BUSD personnel in the event of a disaster that occurs outside of normal business hours.
- The Director of IT and Education Support shall communicate the BC/DRP requirements and procedures to employees and training will be provided as needed.

Change Management Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to establish appropriate controls to mitigate risks or vulnerabilities introduced by changes to its information systems

2. PURPOSE

The Director of IT and Education Support shall establish adequate change control procedures to ensure the integrity of network devices, programs, and data. Change control procedures are necessary to establish adequate testing and recovery plans. These guidelines cover the following types of configuration changes:

- Installation of new computers
- Installation of new software applications
- New or updated operating systems
- Installation of patches and updates
- New technologies integrated with existing systems
- New policies, procedures, and standards
- New regulations
- New network devices
- Changes to the Wide Area Network (WAN)

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Change Management Guidelines.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Oversight of BUSD's Change Management Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Authorization of work performed by third-party providers.
- Monitoring the status of all system testing and implementation.
- Review of all change management reports.

Network/Systems Analysts
The Network/Systems Analysts are responsible and accountable for:

- Automated system scans and patch deployment scheduling for Windows, macOS, iOS and Chrome OS operating systems.

- Coordinating with the Lead Technology Support Specialist on patch deployment and upgrades for third-party software (Adobe Reader, Adobe Acrobat, Adobe Flash Player, Oracle Java).
- Monthly reporting of applied system updates.
- Performance of critical changes and projects

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4. CHANGE MANAGEMENT GUIDELINES

The Director of IT and Education Support will ensure the change management guidelines below are developed, implemented, and maintained to ensure the security of BUSD's information systems

- The Director of IT and Education Support shall develop baseline system and equipment configurations and install processes for new installations.
    - Workstation / Server Configuration Standards
      The installation of a new workstation and servers will consider the following baseline standards:
        - All unneeded services will be removed.
        - All up-to-date software patches and service packs will be applied.
        - Guest accounts will be disabled.
        - Rename the local administrator account
        - Limit the local administrator accounts to IT staff.
        - Install endpoint security software and current signature files
        - Enable the workstation firewall.
        - Enforce password policies and account lockout policy
        - Restrict physical access (servers).
- Network/Systems Analysts shall submit a change management request to the Director of IT and Education Support for major changes to system configuration.
- Network/Systems Analysts shall ensure that all network systems are properly backed up prior to the implementation of significant system updates or changes.
- The Network/Systems Analysts shall test LAN/WAN network configuration changes prior to introduction into the production environment when possible.
- The following five steps shall be performed as part of the patch management process:
    - Auditing: Audit of all applications to identify program/file name, version, and quantity.
    - Notification: The Network/Systems Analysts shall subscribe to sources such as US-CERT.gov for alerts on newly confirmed software vulnerabilities.
    - Patch Approval: The Lead Technology Support Specialist and Network/Systems Analysts shall verify software vendors and approve updates.
    - Automatic Patching: The Network/Systems Analysts shall apply patches via industry-standard enterprise management software.
    - Manual Patching: The Technology Support Specialists shall apply patches manually as directed by the Director of IT and Education Support.
- The Director of IT and Education Support will ensure that systems outsourced to critical service providers align with these guidelines.

Data Backup and Recovery Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop and maintain effective Data Backup and Recovery Guidelines to to ensure the confidentiality, integrity, and availability of its information systems.

2. PURPOSE

The Director of IT and Education Support will determine those systems where data backup and recovery guidelines and controls are implemented and maintained to provide for the management of proper backup of critical data and information.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Data Backup and Recovery Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Providing oversight of BUSD's Data Backup and Recovery Guidelines.
- Ensuring that any storage facilities are practical and maintain a safe distance from BUSD
- Ensuring that access to backup media is limited to authorized personnel
- Ensuring that a written inventory of BUSD's critical electronic data is developed and maintained. The inventory should include a description of the data and where the data is physically stored and will serve as a guide as to what data needs to be included in backup procedures.

Network/System Analysts
The Network/Systems Analysts are responsible and accountable for:

- Periodically testing the backup restoration process.
- Ensuring all backups have been completed and recorded, and that all related media is secure.
- Ensuring that complete system backups are created when changes are made to the network operating system.

4. DATA BACKUP AND RECOVERY GUIDELINES

The Director of IT and Education Support will ensure the data backup and recovery guidelines below are developed, implemented, and maintained to ensure critical data and information can be recovered and restored.

- The Network/Systems Analysts will develop written procedures for the backup, testing, and restoration of each critical system and data source, and will determine the appropriate backup media for each critical system and data source.
  - Firewall and Content Filter Configurations
  - Switch and Router Configurations
  - VoIP Servers and Appliances
  - Blade Chassis Configurations
  - Domain Controllers and DNS Services
  - Radius Services
  - DHCP Services
  - Database Backups
  - File and Applications Servers
- All backup media will be clearly identified.
- Backups will be redundant, with at least one copy stored offsite to protect critical data and information in the event the primary site is involved in a disaster.
- Backups will be encrypted when transferred across the network
- Any individual backup media will be stored in a secure area and access to the backup media will be restricted to only those individuals responsible for the backup media.
- The Network/Systems Analysts will ensure that backup procedures are completed on the frequency defined by written procedures and will also maintain and review backup logs.
- The Director of IT and Education Support will ensure that systems outsourced to a service provider align with these guidelines.

Data Classification Guidelines

1. INTRODUCTION

The Data Classification Guidelines describe the responsibilities and processes Burbank Unified School District (BUSD) has developed to ensure the proper level of confidentiality, integrity, and availability protections are applied for sensitive data in the most cost-effective and efficient manner.

2. PURPOSE

The purpose of these guidelines are to identify and classify the information processed on BUSD systems and to establish controls for each information category for which BUSD is responsible. Data classification is a basis for establishing a baseline set of security controls for the information and information systems.

The categories are based on the potential impact to BUSD should the information be compromised. The classification system will be used to support incident response and business continuity/disaster recovery planning.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Data Classification Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Performing annual audits of data classification.
- Implementing controls to protect confidentiality, integrity and availability of all data.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Oversight of BUSD's Data Classification Guidelines.

4. DATA CLASSIFICATION GUIDELINES

Director of IT and Education Support will ensure the data classification guidelines below are developed, implemented, and maintained to ensure critical data and information is maintained and secured appropriately.

Data Lifecycle

The data lifecycle is the series of stages data goes through in the course of its presence within the organization. BUSD uses a four-stage data lifecycle to describe the various stages of information on the network.

Acquisition
When BUSD creates information, it is in the Acquisition stage. System and business process metadata are assigned during the Acquisition stage. The data is also indexed to facilitate searching and assigned to the appropriate data store(s). Policy controls are applied to protect and restrict access of sensitive data. If necessary, roll-back capability is provisioned.

Use
After information is prepared and stored, it will be read and modified by BUSD users. During this stage, confidentiality, integrity, and availability are critical. Changes are mapped to the appropriate policies, regulations, or laws.

Archival
When information has reached a stage where it will no longer be actively used, it becomes archival data. Information may need to be retained for a variety of reasons, including legal and regulatory compliance. During this stage, additional controls are implemented on archival data to detect and protect it from unauthorized access or changes. Archival data will be backed up and encrypted based on its classification. The Data Assessment Program determines the appropriate retention period for archival data.

Disposal
The Data Classification Guidelines describe the method necessary to dispose of data when it is no longer necessary to retain it, as well as the entity responsible for the proper destruction of data prior to disposal.

Data Risk Rating

Security Objective	LOW	MODERATE	HIGH
Confidentiality	The unauthorized disclosure of information could be expected to have a **limited adverse effect** on organizational operations, organizational assets, or individuals.	The unauthorized disclosure of information could be expected to have a **serious adverse effect** on organizational operations, organizational assets, or individuals.	The unauthorized disclosure of information could be expected to have a **severe or catastrophic adverse effect** on organizational operations, organizational assets, or individuals.
Integrity	The unauthorized modification or destruction of information could be expected to have a **limited adverse effec**t on organizational operations, organizational assets, or individuals.	The unauthorized modification or destruction of information could be expected to have a **serious adverse effect** on organizational operations, organizational assets, or individuals.	The unauthorized modification or destruction of information could be expected to have a **severe or catastrophic adverse effect** on organizational operations, organizational assets, or individuals.
Availability	The disruption of access to or use of information or an information system	The disruption of access to or use of information or an information system	The disruption of access to or use of information or an information system could

	could be expected to have a **limited adverse effect** on organizational operations, organizational assets, or individuals.	could be expected to have a **serious adverse effect** on organizational operations, organizational assets, or individuals.	be expected to have a **severe or catastrophic adverse effect** on organizational operations, organizational assets, or individuals.

Data Classification

After identifying all important data, BUSD classifies the data by sensitivity and criticality to quantify the loss that would be suffered if the information were lost. The Data Classification Level is stored in the metadata attached to all BUSD information assets. The Data Classification Level remains attached through the data lifecycle. Metadata is modified to reflect changes to the data that affect its classification to ensure proper protective controls are in place. Once data is segmented according to its classification, security controls are implemented to protect the data to an appropriate degree.

Data Classification Levels

BUSD utilizes four levels of classification for the organization's information. The sensitivity is determined based on the data usefulness, value, age, and level of damage that could be caused if the information were disclosed, modified, or corrupted. BUSD's data classification levels are also based on legal, regulatory, and contractual responsibility. All data is subject to classification, regardless of the form: digital, paper, video, fax, audio, etc.

Public: Public information is available or accessible to the general public. It is defined as information with no existing local, national, or international legal restrictions on access or usage. Public information is available to all BUSD parties and public disclosure will not cause an adverse impact. Loss of availability due to system downtime is an acceptable risk. Information integrity is important but not vital. Examples of public data include product brochures, information publicly available on website, newsletters, etc.

Sensitive: Sensitive information requires special precautions to ensure its integrity and confidentiality by protecting it from unauthorized modification or deletion. Sensitive information also requires higher than normal assurance of accuracy and completeness. Unauthorized access to sensitive information could affect BUSD's operational effectiveness, cause financial loss, or negatively impact student and community confidence. Information integrity is vital. Examples include Passwords and Security Policies, Process and Procedure Documents.

Private: Private information must be protected from unauthorized access, modification, transmission, storage, or other use based on to proprietary, ethical, or privacy considerations. This classification applies even though there may not be a civil statute requiring this protection. Private information is restricted to BUSD parties who have a legitimate purpose for accessing it. Examples include email, network information, private contact information, etc.

Confidential: Confidential information is protected by statutes, regulations, BUSD policies, or contractual language. Managers may also designate data as confidential. Confidential information is for use within BUSD only. Unauthorized disclosure could seriously affect the institution, its personnel, and its students. Confidential information may be disclosed to individuals on a need-to-know basis only. Disclosure to parties outside of BUSD should be authorized by the Superintendent or designee. Access to this information is very restricted. The highest possible levels of integrity, confidentiality, and limited availability is vital. All employees and contractors with access to confidential information will sign a Non-Disclosure Agreement prior to being granted access. The Superintendent must be notified in a timely manner if confidential data is lost or disclosed to unauthorized parties; suspected of being lost or disclosed to unauthorized parties; or is reasonably likely to have been lost or disclosed to unauthorized parties. The Director of IT and Education Support must also be notified in a timely manner if any unauthorized use of BUSD information systems has occurred, is suspected of happening, or is reasonably likely to happen. Examples include Personally Identifiable Information of Students and Employees, contracts, etc.

Data Classification Controls
BUSD requires the following controls based on the data's classification:

Storage
- Secured servers, computing devices or databases
- Access Control Administration Procedures for all levels of Sensitive, Private or Confidential Data and programs
- Encryption
- Auditing and monitoring
- Mobile Device Administration
- Locked file cabinets
- Periodic reviews of classification levels and controls
- Change control procedures
- Physical security protections
- Information flow channels
- Marking, labeling, and handling procedures
- Separation of duties
- Backup and recovery procedures

Transmission
- Encryption
- External emailing of unsecure confidential information is prohibited
- Use of email for sending/storing credit card numbers is prohibited

Distribution
- Only when authorized by Data Owner

Disposal and Destruction
- Data Destruction Guidelines

Responsibilities
All employees of BUSD have a responsibility to protect data from unauthorized generation, access, modification, disclosure, transmission, or destruction, and are expected to be familiar with and comply with these guidelines.

All employees are expected to familiarize themselves with these guidelines and to consistently use these standards when handling data. Although these guidelines provides overall guidance, to achieve consistent information protection employees are expected to apply and extend these concepts to fit the needs of operations. This document provides a conceptual model for classifying information based on its sensitivity, and an overview of the required approaches to protect information based on these same classifications.

Data Owner
Data Owners are responsible for the protection and use of a specific subset of BUSD data. Data Owners are responsible for:

- Exercising due care for the data and responsibility for any negligent act that results in the corruption or disclosure of this data
- Classification of data under their protection
- Ensuring that the necessary security controls are in place for data under their protection

Data Custodian
The Data Custodian is responsible for:

- Maintaining and protecting data under their control
- Implementing and maintaining security controls
- Performing regular backups of data under their control
- Periodically validating the integrity of data under their control
- Restoring data from backup media
- Retaining records of activity involving data under their control
- Fulfilling the requirements specified in BUSD's security policy, standards, and guidelines that pertain to information security and data protection

System Owner
The System Owner is responsible for the systems that hold and process data owned by different Data Owners. System Owners are responsible for:

- Integrating application security considerations with purchasing decisions and development projects
- Ensuring that necessary security controls are implemented to protect data
- Assessing systems for vulnerabilities and reporting any to the Data Owner and he Director of IT and Education Support.

Director of IT and Education Support
The Director of IT and Education Support is responsible for:

- Implementing and maintaining specific security network devices and software in the enterprise. Examples include firewalls, intrusion detection systems, intrusion prevention systems, anti-malware, security proxies, and data loss prevention

- Ensuring access rights support the policies and Data Owner directives.
- Approving or rejecting requests to make changes to the network, systems, or software.
- Ensuring changes will not introduce any vulnerabilities.
- Ensuring proper testing of changes prior implementation in the production environment.

Management
Management is responsible for:
- Monitoring all user activity and any assets created and owned by these users
- Informing the Director of IT and Education Support of employee status changes to ensure subsequent access changes are realized

Network/Systems Analysts
The Network/Systems Analysts are responsible for:
- Ensuring data is stored appropriately
- Designing a system that will hold BUSD information
- Working with the Data Owners to ensure that the structures set up coincide with and support BUSD's objectives

Users/Employees
The Users are all of the individuals who routinely use the data for work-related tasks. Users are responsible for:
- Having the necessary level of access to the data to perform the duties within their positions
- Following operating security procedures to ensure the data confidentiality, integrity, and availability

Auditors (internal and external)
Auditors are responsible for:
- Periodically reviewing and confirming that the appropriate controls are in place and maintained
- Ensuring the organization complies with its own policies and applicable laws and regulations

Retention Policies
BUSD recognizes legal and regulatory requirements to ensure information is properly categorized for retention purposes. It also recognizes the need to ensure personnel adhere to these requirements. Retention Policies will be subject to regular documented audit procedures.

Protecting Information
Information Security Controls
BUSD shall place the following minimum controls on each information classification:
- Reproduction
  - Public – No restrictions on reproduction of public information are necessary.

    - Sensitive – Reproduction is authorized if not prohibited by the control statement.
    - Private – Reproduction is discouraged, however, if done, must be with permission from the owner or custodian.
    - Confidential – Reproduction is prohibited without permission of the owner or custodian.
- Distribution
    - Public – No restrictions on the distribution of public information are necessary.
    - Sensitive - Distribution shall be only to those who have a need-to-know and are either BUSD employees or a third party who has signed a non-disclosure agreement.
    - Private - Distribution must be only to those who have a business need-to-know and are either BUSD employees or a third party who has signed a non-disclosure agreement.
    - Confidential - Distribution must be only to those who have a stringent business need-to-know and are either BUSD employees or a third party who has signed a non-disclosure agreement.
- Electronic Mail (email)
    - Public – No email restrictions on public information are necessary.
    - Sensitive - May be sent to other BUSD employees or a third party who has signed a non-disclosure agreement.
    - Private - May be sent to other BUSD employees or a third party who has signed a non-disclosure agreement, but not over public networks unless protected by a BUSD-sanctioned encryption package.
    - Confidential - May only be sent internally, but not over public networks unless protected by a BUSD-sanctioned encryption package.
- Data Transmission
    - Public – No restrictions on data transmission are necessary.
    - Sensitive - Data transmission is authorized to other BUSD employees.
    - Private - Data transmission is authorized, but discretion should be used.
    - Confidential - Data transmission is prohibited unless encrypted by a BUSD-sanctioned encryption package.

Information Loss

Information loss can be divided into two potentially overlapping categories:

- Leakage
    - Sensitive information is no longer under the control of BUSD (loss of confidentiality) and often results from compromised databases, and its most common consequence is potential identity theft.
- Disappearance or damage
    - A correct copy of the information is no longer available to BUSD (compromise of integrity or availability).

Information Loss Prevention

Information loss prevention's goal is to protect sensitive information from leaving BUSD.

Loss Vectors

BUSD information exists in the following three major states.

- Information at rest: Residing in files systems, distributed desktops and large, centralized data stores, databases, or other storage methods.
- Information at the endpoint: Residing at the endpoints of the network such as laptops, USB devices, external drives, CD/DVDs, archived tapes and mobile devices.
- Information in motion: Moving through the network to the outside via email, instant messaging, peer-to-peer (P2P), File Transfer Protocol (FTP), or other communication mechanisms.

Information in each state requires different techniques for loss prevention. BUSD has developed an information loss prevention program to cover all the loss vectors the institution has the potential to encounter.

Solution Components

The Information Loss Prevention Program consists of the following components:

- Manage – BUSD information usage policies, reporting of information loss incidents, and establishment of incident response capability to enable corrective actions to remediate violations.
- Discover – BUSD has defined the sensitivity of information, created an inventory of sensitive information, located sensitive information wherever it is stored, and managed information cleanup. This includes sensitive information at rest in file servers, databases, documents and records management, email repositories, and web content and applications; and sensitive information stored on the endpoint including laptops, desktops, and workstations at remote offices to inventory, secure, or relocate that information.
- Monitor – BUSD monitors the use of sensitive information and understands usage patterns. BUSD monitors information in motion by inspecting network communications such as email, Instant Messaging (IM), web, File Transfer Protocol (FTP), Person to Person (P2P) and others for confidential data in violation of policy; and monitoring information at the endpoints such as downloading to local drives, copying to USB or other removable media devices, burning to CD/DVDs, and printing or faxing electronically.
- Protect – BUSD enforces security policies to secure and prevent sensitive information from leaving the organization. Controls protect sensitive information across endpoint, network, and storage systems. This includes protecting data-at-rest with automatic encryption, quarantine, and removal; restricting printing, saving, copying, accessing, movement and downloading of sensitive information to removable media or other drives; and stopping data-in-motion from being sent in violation of policy or encrypting information for secure exchange.

BUSD identifies all the potential information loss vectors in the organization and then prioritizes them based on criteria such as past breaches, volume of communications, volume of data, the likelihood of a breach, and the number of users with access to those vectors. BUSD focuses first on the most significant and highest impact areas and works to ensure information loss prevention efforts do not interrupt district activities.

Identification of Information Sources					
Information Source	Information Location	Controls Currently in Place	Data Owner	Data Custodian	Format

Email Retention Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop and maintain an effective Email Retention Guidelines to ensure the confidentiality, integrity, and availability of sensitive information transmitted and stored electronically.

2. PURPOSE

All emails are that are retained and managed by BUSD are legally required to be released in the event of a Public Records Act request or E-Discovery Request. In the past, the District has not formally adopted email retention guidelines, which means that all emails that exist on District email systems, including emails sent back in the 1990's, can be subpoenaed and the District is required to spend the time and resources to compile and release the requested emails. In order to reduce the unreasonable burden required to comply with record requests that can go back decades, the District will be implementing the following email retention guidelines for all employees.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Email Retention Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Identifying and enforcing the appropriate email retention periods for all BUSD parties.
- Establishing procedures for notifying all BUSD parties of upcoming email deletion timeframes and ensuring information is deleted by those timeframes.
- Providing periodic reports on email retention status for all BUSD parties to the Facilities and Technology Subcommittee.
- Maintaining required email retention documentation for audit purposes.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Providing oversight of BUSD's Email Retention Guidelines and its requirements.

4. EMAIL RETENTION GUIDELINES

The Director of IT and Education Support will ensure the email retention guidelines below are developed, implemented, and maintained to ensure critical data and information can be provided in a timely fashion and within appropriate timeframes.

- Five-Year Email Retention
  - All students, teachers and staff will have a default five-year email retention policy. All emails older than five years will be automatically deleted.
- Ten-Year Email Retention Label
  - Cabinet Members (Directors and Assistant Superintendents) will have the standard five-year email retention policy but will also have the option to apply a retention label to an email folder to extend the retention to ten years for emails within that folder. This is to allow for compliance with federal or state programs that require up to ten years of email retention.
- Ten-Year Email Retention
  - The Superintendent, Board of Education, and Human Resources Department will have a default ten-year retention policy. For those individuals all emails older than ten years will be automatically deleted.

A date will be announced well ahead of time of when this new email retention guidelines will take effect so that all BUSD parties have ample opportunity to review older emails that will be subject to deletion. Any emails an affected party wishes to save for their personal records can be saved as a PDF by selecting the desired emails in Outlook and clicking File > Save as Adobe PDF. Each employee is for responsible for retaining records in accordance with their retention requirements if they must be retained beyond the 5 year retention period. Records that require permanent retention should not be stored in email and should instead be stored on your District provided cloud storage. If you need assistance, please open a help desk ticket by visiting https://support.burbankusd.org.

Encryption Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop and maintain effective Encryption Guidelines, procedures, and controls to ensure the security of its sensitive information and technology systems.

2. PURPOSE

These guidelines will document encryption requirements to protect sensitive information transmitted outside of BUSD's internal network. The use of encryption technology by BUSD will be limited to those specific areas of BUSD's technology infrastructure where encryption is required to secure sensitive information stored on electronic media or transmitted electronically.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Encryption Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Training employees on the handling of sensitive information.

Network/Systems Analysts
The Network/Systems Analysts are responsible and accountable for:

- Implementing encryption technology on all systems that transmit sensitive information outside of BUSD's internal network.

4. ENCRYPTION GUIDELINES

The Director of IT and Education Support will implement the following encryption guidelines to secure sensitive information residing on electronic media or transmitted over data networks.

- The following systems and data will be encrypted:
  - Authentication data (i.e. passwords)
  - Backup media
  - Portable devices that may contain data classified as private or confidential (laptops, tablets, smartphones, USB drives, etc.)
  - Remote access connectivity/VPN
- Employees shall not electronically transmit sensitive information over unsecured networks without using approved encryption procedures.

- All email containing sensitive information transmitted outside of BUSD's networks must be encrypted.

Firewall Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop and maintain effective firewall policies, procedures, and controls to ensure the security of BUSD's information systems. These guidelines specifically cover BUSD's Internet firewall implemented to prevent unauthorized access to or from BUSD's internal network and the Internet.

2. PURPOSE

BUSD evaluates the risks involved in connecting to other networks and evaluates the use of the firewall internally and by third-party vendors to protect the integrity and security of its internal systems.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of BUSD's Firewall Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Ensuring that all periodic testing is conducted on BUSD's firewall(s).
- Ensuring the completion of external vulnerability/penetration testing and internal vulnerability/penetration testing.
- Ensuring controls are in place to restrict physical and electronic firewall access to authorized parties.
- Ensuring documentation detailing firewall configuration is accessible to authorized parties only.
- Evaluating the adequacy of software administration for the firewall used to protect BUSD systems and sensitive information from unauthorized traffic. Issues should address the following:
  - Firewall changes are documented by the change management process
  - Upgrades to compensate for known security weaknesses are provided and installed on a timely basis
  - Changes to firewall effectiveness are tested prior to implementation
  - Firewall operating system control features have been invoked
  - Firewall operating system default settings are adequate
  - Review periodic change management emails

Network/Systems Analysts
The Network/Systems Analysts are responsible and accountable for:

- Monitoring all firewall activity.
- Providing a weekly firewall activity report to the Director of IT and Education Support.
- Notifying the Director of IT and Education Support of emergency firewall events.
- Testing firewall patches and critical updates before applying.
- Maintaining logs of all firewall activity and reviewing on a periodic basis.

4. FIREWALL GUIDELINES

The Director of IT and Education Support shall develop, maintain, and implement the following firewall guidelines to safeguard BUSD's information systems.

- BUSD shall require the use of a firewall at all external entry points into its network. All internet traffic that leaves or enters BUSD travels through the firewalls.
- All firewalls are physically secured from the public.
- Network/Systems Analysts shall configure the firewall to support Network Address Translation (NAT) and to repel common attacks.
- The Director of IT and Education Support shall review any firewall changes with Network/Systems Analysts, unless the change requires immediate action.
- The firewall will only allow internal network traffic to the Internet over approved ports and/or application signatures.
- The firewall will block all traffic from the Internet to BUSD's internal network unless explicitly allowed over approved ports and/or application signatures.
- The firewall will create a demilitarized zone (DMZ) to segregate and control traffic between internal networks and servers that are accessible from the Internet.
- BUSD shall purchase and maintain the firewall manufacturer's annual maintenance contract.
- Administrative access to the firewall shall be limited to the Network/Systems Analysts and the Director of IT and Education Support.
- The firewall shall be tested by a reputable independent third party as part of BUSD's ongoing security Information Security Audit Program. External vulnerability/penetration tests shall be completed at least annually. An independent third-party shall provide a report of the external vulnerability/penetration test findings, and the Director of IT and Education Support shall document remediation in a timely manner.

Incident Response Program Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to establish a comprehensive Incident Response Program to prevent and address unauthorized access to sensitive information maintained by the district or its service providers that could result in substantial harm or inconvenience to affected parties.

2. PURPOSE

The purpose of these guidelines is to implement appropriate response procedures for designated BUSD personnel to prevent and address incidents of unauthorized access to or use of sensitive information and to notify affected parties as required. An "incident" is an act violating an explicit or implied security policy. A "breach" is the "unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the person or business." (§1798.82(g))

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the IRP Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Monitoring the safeguards in place to protect internal systems from unauthorized attempts to access or use sensitive information.
- Timely notification to individuals affected by an incident involving their sensitive information when appropriate.
- Ensuring that all agreements with third-party providers require them to notify BUSD and to take appropriate action to address incidents of unauthorized access to sensitive information.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Annually reviewing the IRP Guidelines.
- Establishing an Incident Response Team (IRT) to execute the IRP.
- Activation of the IRP and the IRT upon notification of an incident.
- Understanding the safeguards in place to protect internal systems from unauthorized attempts to use sensitive information.

Incident Response Team
The Incident Response Team (IRT) is responsible and accountable for:

- Coordination of incident response procedures upon activation.

Employees
Employees are responsible and accountable for:
- Awareness of information security policies and procedures for protecting sensitive information.
- Reporting incidents of unauthorized access to sensitive information immediately to the Director of IT and Education Support.

4. INCIDENT RESPONSE GUIDELINES

The following procedures should be followed when BUSD suspects or becomes aware of an intrusion or unauthorized access to sensitive information. Throughout the entire course of the incident handling process, confidentiality of the investigation must be maintained among those involved.

BUSD's IRP shall contain the following procedures:
- Preparation for an Incident
- Identification of the Incident
- Assessment of the Incident
- Containing and Controlling the Incident
- Recovery from the Incident
- Notification of Federal and State Regulators and Law Enforcement
- Notification of Third-Party Vendor(s)
- Affected Party Notification
- Post-Incident Assessment

Preparation for an Incident:
BUSD's IRP shall include procedures for preparation for an incident, including establishing an incident response team and defining what constitutes an incident.

Identification of the Incident
BUSD's IRP shall include procedures for identification and assessment of the nature and scope of an incident, including the identification of what sensitive information systems and types of sensitive information have been accessed or misused.

1. The Director of IT and Education Support shall determine if the event is a real incident. Steps taken include, but are not limited to:
   - A review of the various systems' exceptions/security logs
   - A determination of the systems affected, damaged, copied, or corrupted.
   - If the event is an incident, terminate the current intrusion if ongoing and document the incident.
2. If the Director of IT and Education Support determines an incident has occurred, he will activate the IRT.
3. The FTS shall require that third-party providers take appropriate actions to address incidents of unauthorized access to BUSD's sensitive information, including prompt notification of an incident.

Assessment of the Incident

1. The IRT will record what action was performed, when it was performed, and who witnessed the action being performed.
2. The IRT shall assess the nature and scope of the incident and identify what sensitive information systems and types of sensitive information have been accessed or misused. The IRT will use the Information Security Risk Assessment to determine the nature of the information accessed, which will guide BUSD in responding to the incident.
    - The IRT will evaluate security logs in an attempt to understand how the person gained access to the system, as well as the information they accessed.
    - The IRT will document whether the system was left in production, was taken offline and is being analyzed, is offline and ready to be restored to production, or is replaced by another system. The information documented will include what was done, the exact time that it was done, who performed each step, and who witnessed each step. This information will be included in a formal post-incident management report.

Containing and Controlling the Incident

Based on the nature of the incident, the Director of IT and Education Support and Network/Systems Analysts will take appropriate steps to contain and control the incident to prevent further unauthorized access to or use of sensitive information, including:

1. Eliminating the method of unauthorized access on all systems by:
    - Deactivating unnecessary services
    - Removing /placing additional security controls on third-party network access
    - Reconfiguring firewalls
    - Installing necessary software updates
    - Changing user passwords
    - Enforcing strong password practices
2. Securing all logs, audits, notes, documentation, and any other evidence gathered during the incident to establish the “chain of custody” for potential legal action.
3. Securing and monitoring affected user accounts and information.

Recovery from the Incident

Recovering from an incident essentially involves restoring systems to a known good state or returning processes and procedures to a functional state.

1. Determine the course of action relative to the incident.
2. Test affected systems or procedures prior to implementation.

Notification of Federal and State Regulators

The Director of IT and Education Support shall notify Multi-State Information Sharing & Analysis Center (MS-ISAC) Computer Emergency Response Team (CERT) as soon as possible after the identification and preliminary assessment of a security breach, including steps to notify law enforcement. The IRT will assist the Director of IT and Education Support in assessing the effectiveness of the IRP and in determining whether to notify affected individuals.

- Multi-State Information Sharing & Analysis Center (MS-ISAC) Computer Emergency Response Team (CERT)
    - 866-787-4722
    - soc@cisecurity.org
- California Department of Justice - Submit a Data Security Breach Form
    - https://oag.ca.gov/privacy/databreach/report-a-breach

Notification of Law Enforcement

The Director of IT and Education Support shall notify appropriate law enforcement immediately by telephone if the incident involves a Federal criminal violation requiring immediate attention.

- Burbank Police Department
    - (818) 238-3000
- Federal Bureau of Investigation
    - https://complaint.ic3.gov/

Notification of Third-Party Vendors

If the incident involves any unauthorized disclosure of a third-party vendor's software access related controls, documentation, or use of their software, the Director of IT and Education Support will direct the notification of the potential impact to the third-party vendor.

Notification of Affected Individuals

If the IRT determines the incident has or reasonably could result in the misuse of sensitive information and that notification will not interfere with an ongoing BUSD or law enforcement investigation, the Board of Education shall begin notifying affected individuals as soon as possible. However, if the Board of Education cannot determine specific individuals affected, it shall notify all potentially affected individuals as reasonably possible.

- Content of Notice
    - Notice will be given in a clear and conspicuous manner and will contain the following information:

      (A) The name and contact information of the reporting person or business subject to this section.

      (B) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

      (C) If the information is possible to determine at the time the notice is provided, then any of the following:
        - (i) the date of the breach,
        - (ii) the estimated date of the breach, or
        - (iii) the date range within which the breach occurred. The notification shall also include the date of the notice

      (D) Whether notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

      (E) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(F) The toll-free telephone numbers and addresses of the major credit reporting agencies if the breach exposed a social security number or a driver's license or California identification card number.

(G) If the person or business providing the notification was the source of the breach, an offer to provide appropriate identity theft prevention and mitigation services, if any, shall be provided at no cost to the affected person for not less than 12 months, along with all information necessary to take advantage of the offer to any person whose information was or may have been breached if the breach exposed or may have exposed personal information defined in subparagraphs (A) and (B) of paragraph (1) of [§1798.82(h)].

- Delivery of Notice
  - BUSD will also send notice via the following methods:

    (1) Written notice.

    (2) Electronic notice, if the notice provided is consistent with the provisions regarding electronic records and signatures set forth in Section 7001 of Title 15 of the United States Code.

    (3) Substitute notice, if the person or business demonstrates that the cost of providing notice would exceed two hundred fifty thousand dollars ($250,000), or that the affected class of subject persons to be notified exceeds 500,000, or the person or business does not have sufficient contact information."

Post-Incident Assessment

- The IRT will brief the FTS and the Board of Education on the incident, including what happened, the cause of the incident, the resolution of the incident, and how BUSD can prevent the incident from reoccurring in the future.

Information Access and Authentication Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to define the responsibilities for authorizing access to its information systems to ensure the security of sensitive information.

2. PURPOSE

The BUSD shall implement access controls to sensitive information systems to permit only authorized individuals to access the information, and to protect the integrity and security of its information systems.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Annually reviewing and approving the Information Access and Authentication Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Developing, maintaining, and implementing appropriate information access and authentication guidelines to provide or restrict access to BUSD's information systems.
- Authorizing system access for all users.
- Overseeing administration of network user access.
- Performing and documenting annual reviews of employee access to BUSD systems.

Network/System Analysts
The Network/System Analysts are responsible and accountable for:

- Performing the role of system administrator.
- Adding, changing, and removing employee system access.
- Implementing, monitoring, and reviewing system controls.
- Reviewing access violation incidents.
- Ensuring that employee PCs are configured with a password-protected screensaver and a 45 minute timeout provision.
- Removing system security access for terminated employees.
- Adding, changing, and removing network access for employees.
- Re-enabling locked network accounts for employees who have exceeded the maximum number of valid login attempts.

Human Resources
Human Resources is responsible and accountable for:

- Immediately notifying the Network/Systems Analysts in the event of change of employee status or termination of an employee to provide for prompt change or removal of logon IDs.

Employees
Employees are responsible and accountable for:

- Storing passwords securely.
- Never revealing passwords to anyone without the Director of IT and Education Support's verbal authorization.
- Adhering to BUSD password complexity requirements.
- Notifying the Director of IT and Education Support if a network or critical application account has been compromised.
- Notifying the Network/System Analysts if a network or critical application account has been locked.
- Reporting unauthorized usage of BUSD's equipment to Director of IT and Education Support.
- Setting a unique password for their BUSD Active Directory account and locking their PCs (Ctrl-Alt-Del) when leaving their work area.

4. INFORMATION ACCESS AND AUTHENTICATION GUIDELINES

Active Directory (Network)

- The Network/System Analysts shall add new users, assign and change user access levels, and disable terminated users.
- The Director of IT and Education Support shall perform annual user access reviews.
- Guest and generic account usernames and passwords shall be changed or disabled.
- Administrative access rights shall be limited to the Network/System Analysts and Director of IT and Education Support.
- Users shall be required to have a unique username and password to access the network. Multiple users shall not use the same account to access the network.
- Users shall lock their PCs when leaving their work area.
- Passwords shall be at least 8 alphanumeric characters.
- Password complexity shall be enforced and shall require all of the following:
  - Uppercase letter
  - Lowercase letter
  - Number
  - Special Character
- The Password History is 1 passwords remembered.
- The Minimum Password Age is 0 days.
- The Maximum Password Age is 2 years.

OTHER SYSTEM(S)

- The Network/System Analysts shall add new users, assign and change user access levels, and disable terminated users.
- The Director of IT and Education Support shall perform annual user access reviews.
- Guest and generic account usernames and passwords shall be changed or disabled.
- Administrative access rights shall be limited to the Network/System Analysts and Director of IT and Education Support.
- Users shall be required to have a unique username and password to access the network. Multiple users shall not use the same account to access the network.
- Users shall set a password-protected screensaver and lock their PCs when leaving their work area.
- Passwords shall be at least 8 alphanumeric characters.
- Password complexity shall be enforced and shall require all of the following:
  - Uppercase letter
  - Lowercase letter
  - Number
  - Special Character
- The Password History is 1 passwords remembered.
- The Minimum Password Age is 0 days.
- The Maximum Password Age is 2 years.
- A user is automatically disabled after 5 invalid network access attempts and shall be required to contact BUSD Technology Help Desk to re-enable the account.

Password and Security Parameters

Password and Security Parameters	Active Directory	Other Systems
Minimum length of password	8 characters	8 characters
Password complexity* enforced	Yes	Yes
Maximum password age	2 years	2 years
Minimum password age	No	No
Retain password history	Yes, 1	Yes, 1
Number of unsuccessful sign on attempts allowed before account is “suspended” or “locked out”	N/A	5
Period of time that account is "locked out" after designated unsuccessful sign on attempts	N/A	Until BUSD Technology Help Desk resets

**Requires any three of the following: 1) capital letter 2) lowercase letter 3) number 4) special character*

Information Security Audit Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to support an Information Security (IS) Audit process to independently examine and evaluate BUSD's information security activities. Effective IS audit programs are risk-focused, promote sound controls, ensure the timely resolution of audit deficiencies, and inform the Board of Education of the effectiveness of risk management practices.

2. PURPOSE

The purpose of the IS Audit process is to provide independent, objective assurance of control effectiveness and to bring a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of BUSD's IS Audit Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Ensure that testing is conducted according to these guidelines.
- Provide testing results to the Facilities and Technology Subcommittee.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Identifying the inherent level of each BUSD information asset and establishing the appropriate test scope and frequency based on the information asset's inherent risk level.
- Reviewing the qualification of testing personnel to ensure they are capable of adequately supporting test objectives.

4. INFORMATION SECURITY AUDIT GUIDELINES

The FTS and Director of IT and Education Support will implement the following guidelines to develop, implement, and maintain BUSD's information security audit program:

- BUSD information assets shall be audited according to their inherent risk level. Higher-risk systems will be tested more frequently (i.e. annually). Additional factors to consider are the nature, extent, and results of prior tests; the value and

sensitivity of data and systems; and the occurrence of material changes to systems, policies, personnel, or third-party providers.

- IS audits may be outsourced to ensure the adequacy of independence and expertise. An engagement letter will be required by the vendor outlining the scope, responsibilities, and cost of the audit. Audit reports will be issued to the FTS to report significant audit findings.
- Components of the IS Audit program include:
  - Information Security Program Review
  - IT General Controls Review
  - External Vulnerability/Penetration Assessment
  - Internal Vulnerability/Penetration Assessment
  - Social Engineering Assessment
- BUSD shall contractually require third-party providers to implement appropriate measures to protect sensitive information. Third-party providers shall also be required to sign nondisclosure and confidentiality agreements.
- The Director of IT and Education Support shall track all test results to resolution and shall provide periodic status updates to the FTS.
- The Director of IT and Education Support shall ensure that critical systems or services outsourced to third-party providers are tested according to BUSD's guidelines. The Director of IT and Education Support will monitor the third-party providers' security testing by obtaining and reviewing independent audit and testing reports (i.e. SSAE 18 SOC 2 Type II reports, etc.).
- The FTS will determine the type and level of testing that is completed to validate BUSD's security control objectives are being met. Current testing schedule:
  - Full information systems general controls review every 24 months.
  - Audit of high-risk systems every 12 months.
  - External (Internet) vulnerability/penetration testing every 12 months.
  - Internal network vulnerability/penetration testing every 12 months.
  - Social Engineering assessments every 12 months.
- Test results that indicate an unacceptable risk to BUSD's information or technology systems will be tracked in writing and will include actions taken by management to reduce the risk to an acceptable level.
- Testing will encompass systems in BUSD's production environment and those systems within BUSD that provide access to the production environment.
- The FTS and the Director of IT and Education Support will review the qualifications of testing personnel to ensure the capabilities of testing personnel are adequate to support test objectives.

Malicious Code Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to establish appropriate protection of its network and sensitive information from malware. Malware (i.e. computer virus, spyware, SPAM, logic bomb, Trojan, worm, etc.) is software designed and installed on a network system or computer for a harmful purpose.

2. PURPOSE

These guidelines will document the controls in place to prevent, detect, and eradicate malware. Malware protection has been installed on all BUSD network and communications systems to ensure the confidentiality, integrity, and reliability of sensitive customer information and BUSD operations.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Malicious Code Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Providing training for all employees on the threats posed by malware and the controls in place.

Network/System Analysts
The Network/System Analysts are responsible and accountable for:

- Verifying the endpoint security management console is being monitored to ensure that all computers and servers are using current application releases and appropriate security updates.
- Monitoring the endpoint security management console to ensure that all computers and servers are using current application releases and security updates.
- Coordinating with the Lead Technology Support Specialist to ensure the removal of malware when necessary.

Employees
Employees are responsible and accountable for:

- Monitoring individual workstations for malware and contacting the BUSD Technology Help Desk immediately if found. Employees shall not attempt to remove malware themselves.

4. MALICIOUS CODE GUIDELINES

BUSD's end security software will be installed on the following devices:

- PCs
- Macs
- Laptops
- Servers

Additional Guidelines

- Network/System Analysts will verify that updated malware signatures are downloaded to BUSD devices.
- Network/System Analysts will enable automatic scanning/real-time protection on all BUSD devices. End users cannot disable automatic scanning features.
- If malware is detected, the Technology Support Specialists will immediately isolate contaminated systems until the issue is resolved.
- The download and/or installation of unauthorized software is prohibited.
- Automatic scanning or real-time protection will be enabled in BUSD's standard endpoint security software for all devices. End users will not be permitted to disable these automatic scanning functions.
- All removable media (tapes, disks, USB drive, etc.) will be scanned for viruses/malware before using it in a BUSD computing device.
- A firewall will be implemented with the capability of eliminating as much malicious code (viruses, SPAM, etc.) as possible before ever entering BUSD's internal network.
- Only BUSD approved software will be installed on BUSD computers by Technology Support Specialists.
- The Network/System Analysts will provide a monthly security report to the Director of IT and Education Support documenting any malware activity and remediation.

Media Handling and Destruction Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to ensure that electronic- and paper-based media containing sensitive information is destroyed to reduce the risk that the information will be accessed and used by unauthorized individuals.

2. PURPOSE

These guidelines will document procedures for the proper disposal of electronic- and paper-based media containing sensitive information. Disposal procedures will depend on the type of media and the sensitivity of the information contained within. Media includes all paper documents and reports, microfilm, microfiche, magnetic tape, diskettes, CDs, other electronic media, or any other form of record containing sensitive information.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Media Handling Guidelines.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Providing management oversight of BUSD's Media Handling and Destruction Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Ensuring that employees understand and adhere to media disposal and sanitation procedures to protect sensitive information.

Network/System Analysts and Technology Support Specialists
The Network/System Analysts and Technology Support Specialists are responsible and accountable for:

- Following NIST SP 800-88 Rev. 1 sanitization procedures on any electronic media that contains sensitive information and will be retired or reused for other purposes.

Employees
Employees are responsible and accountable for:

- Securely storing any electronic and paper media before leaving for the day.

4. MEDIA HANDLING AND DESTRUCTION GUIDELINES

The Director of IT and Education Support will ensure the media handling and destruction guidelines listed below are developed, implemented, and maintained to safeguard BUSD's sensitive information. The Director of IT and Education Support will instruct individual users periodically on their role and responsibilities relating to the handling of BUSD's electronic and paper media.

Paper Media

- Excluding permanent records, paper media containing sensitive information shall be shredded when the document is no longer needed and reaches the end of its retention period. Employees shall place paper media in a secured area prior to leaving for the day. No paper media containing sensitive information will be left overnight in unsecured trash cans.
- Employees shall not leave paper media containing sensitive information visible in their workspace when not physically present. Paper media containing sensitive information should be secured (i.e., locked desk drawer, locked office) prior to the user leaving their workspace.
- Employees working in areas accessible to the public shall secure paper media containing sensitive information from view.
- Employees shall store paper media in secure areas with limited employee and visitor access. BUSD has implemented the following controls to protect paper media:
    - Physical locks

Electronic Media

- When Electronic media containing sensitive information reaches the end of it's useful life, it shall be physically destroyed or sanitized according to NIST SP 800-88 Rev. 1.
- Employees shall not leave electronic media containing sensitive information visible in their workspace when not physically present. The electronic media shall be secured (i.e. locked desk drawer, locked office) prior to the employee leaving their workspace.
- Employees working in areas accessible to the public shall secure all electronic media.
- Employees shall store electronic media in secure areas with limited employee and visitor access. BUSD has implemented the following controls to protect electronic media:
    - Physical locks
- Employees are prohibited from downloading sensitive information onto any type or form of removable media unless expressly approved by the Director of IT and Education Support.
- If third-party providers (I.E. E-Waste, Device Buy-Back) are used to dispose of obsolete electronic equipment, each provider must certify that all electronic media was physical destroyed or sanitized according to NIST SP 800-88 Rev. 1.

Personnel Security Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop and maintain effective Personnel Security Guidelines, procedures, and controls to ensure the security of its information systems.

2. PURPOSE

The Personnel Security Guidelines will document required due diligence requirements for the hiring of new employees and contracting with third-party providers who will have access to sensitive information.

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Personnel Security Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Verifying that third-party providers are subject to screening procedures as required by the Vendor Management Guidelines.

Facilities and Technology Support (FTS)
The FTS is responsible and accountable for:

- Providing oversight of the Personnel Security Guidelines.

Human Resources
Human Resources is responsible and accountable for:

- Adhering to the due diligence requirements for the hiring of new employees.
- Verifying application information for new employees prior to hire.
- Completing criminal background and credit checks for all new employees prior to hire.
- Confirming the identity of new employees through the I-9 identification process.
- Determining when to require additional screening for sensitive positions.

4. PERSONNEL SECURITY GUIDELINES

The Board of Education shall establish the following guidelines to ensure the performance of proper due diligence when hiring new employees or contracting with third-party providers:

- Implementation of policies and procedures to mitigate risk posed by internal employees or external third-party providers who have access to and knowledge of BUSD's processes, systems, and data.
- Performance of criminal background and credit checks for all new employees.
- Confirmation of the identity of new employees according to the I-9 identification process.
- Verification that third-party providers are subject to similar screening procedures when necessary.
- Requiring additional screening procedures based on the sensitivity of the position, which may include:
    - Character references;
    - Confirmation of prior experience; and/or
    - Confirmation of academic or professional records.
- Requiring employees and third-party providers to sign confidentiality, nondisclosure, and acceptable use policies prior to granting access to system resources.
- Documentation and communication of relevant security roles and responsibilities for all employees within their job descriptions.
- Providing ongoing information security awareness and compliance training to all employees.

Physical Security Requirements Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to establish and maintain security controls to limit physical access to information systems and to protect the confidentiality, integrity, and availability of information.

2. PURPOSE

These guidelines establish the responsibilities for protecting physical information resources and sensitive information from threats including tampering, vandalism, or accidental damage.

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Physical Security Requirements Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Identifying, implementing, and enforcing physical security requirements for BUSD facilities to protect critical systems and sensitive information.
- Reviewing the effectiveness of physical security restrictions for all BUSD information systems components.
- Authorizing an employee to escort non-employees in restricted areas.

Director of Facilities
The Director of Facilities is responsible and accountable for:

- Identifying requirements for environmental protection of BUSD facilities.
- Authorizing an employee to escort non-employees in restricted areas.

School Principals

- Resetting access codes and collecting keys and door access cards after employee termination.
- Limiting building and restricted area access to those employees needing entry to fulfill job requirements.

Employees
Employees are responsible and accountable for:

- Securing all computers and related equipment in their possession.

- Reporting the loss or theft of information resources immediately to their direct supervisor.
- Remaining alert for non-employees (e.g., maintenance, customers, delivery personnel, third-party providers, etc.) and being prepared to challenge unfamiliar individuals entering restricted areas in BUSD.
- Keeping their work areas clean and storing sensitive information in secure locations when not in use.

4. PHYSICAL SECURITY REQUIREMENTS GUIDELINES

The following guidelines outline the steps BUSD will implement and maintain to restrict physical access or damage to its information systems.

- The Director of IT and Education Support will implement and maintain physical security controls to protect the confidentiality, integrity, and availability of information.
- The Director of IT and Education Support shall train employees on the proper procedures for securing equipment and sensitive information.
- The Director of IT and Education Support shall train employees on the proper procedures for handling visitors (i.e., vendors, etc.) who enter BUSD. Visitors will not be left unattended while in a restricted access area within BUSD. Employees will oversee all visitors while the visitor is in a restricted access area of BUSD.
- The following areas within BUSD require additional security measures and access shall be limited to authorized employees and contractors only:
    - Data Center
    - Technology Department Offices
    - Network Closets and Server Rooms
- Intrusion detection devices shall be installed and maintained to prevent theft and safeguard equipment. BUSD has installed the following intrusion detection devices:
    - Computer Labs
    - School Offices
    - District Service Center
    - District Office
- Environmental monitoring systems shall be installed and maintained to mitigate against the risks of fire and electrical outages. The devices installed include:
    - Fire Alarm
    - Fire Suppression Systems
    - Uninterruptible Power Supplies
- Physical security required for BUSD computer equipment shall be determined by the location of the equipment and the sensitivity of the data accessed. In unrestricted areas, automatic system timeouts shall be implemented. Whenever possible, employee computer screens shall not face public areas. The Director of IT and Education Support shall use employee awareness training and controls enforcement to ensure the effectiveness of security measures.
- Computer equipment will be protected by surge protection devices as appropriate to protect equipment from damage or loss of data.

- BUSD shall install Uninterruptible Power Supplies (UPS) to protect critical network devices (i.e. servers, switches, routers, firewalls) in the event of an electrical outage. The UPS shall provide battery power for sufficient time to allow the main office to continue making VoIP phone calls for at least one hour. A red power failure phone shall be provided in case of complete power loss.
- Computer rooms and other areas housing computer equipment will be kept at temperature and humidity levels recommended by equipment manufacturers. Temperature and humidity measurement devices will be installed in all computer rooms. The Director of IT and Education Support and the Technology Services Manager will oversee the monitoring of temperature and humidity levels in computer rooms.
- Computer wiring will be protected as appropriate by using conduit to encase wiring, avoiding routing wiring through publicly accessible areas, and avoiding routing wiring in close proximity to power cables.

Remote Access Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop and maintain effective Remote Access Guidelines procedures, and controls to ensure the security of its information systems. BUSD provides limited, controlled, and secure access to its LAN/WAN computing environment for authorized remote users.

2. PURPOSE

Remote access controls are required to ensure the integrity of information systems. Only authorized users and equipment will be allowed remote access connectivity.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the Remote Access Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Ensuring only authorized parties are allowed remote access to the network.
- Ensuring only approved equipment is used to access the network.
- Approving the third-party providers, contractors, and employees allowed to access BUSD's network remotely.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Oversight of the Remote Access Guidelines.
- Ensuring that remote access controls are implemented commensurate with the need and associated risks.

Network/System Analysts
The Network/System Analysts are responsible and accountable for:

- Monitoring, controlling, and logging remote access.
- Immediately revoking any remote access and securing any remote access devices of suspended or terminated parties.
- Maintaining a repository of approved VPN Access Request Forms.
- Performing a quarterly audit of VPN access.

Contractors
Contractors are responsible and accountable for:

- Completing and submitting a VPN Access Request Form at least one week prior to scheduled work.
- Obtaining prior approval to connect to BUSD's network.
- Ensuring the following requirements are met for all contractor systems used to remotely access BUSD's network:
    - Computer system is up-to-date with all security patches.
    - Automatic operating system updates are turned on.
    - Endpoint security software is installed and has the latest updates and signatures.
    - Endpoint security has performed a full scan of the computer in the last 7 days and active monitoring is enabled.

Employees

Employees are responsible and accountable for:

- Reviewing the Remote Access Guidelines and understanding its requirements.
- Notifying the Director of IT and Education Support if a third-party provider requires remote access to BUSD's network.
- Ensuring the following requirements are met for all personal employee systems used to remotely access BUSD's network:
    - Computer system is up-to-date with all security patches.
    - Automatic operating system updates are turned on.
    - Endpoint security software is installed and has the latest updates and signatures.
    - Endpoint security has performed a full scan of the computer in the last 7 days and active monitoring is enabled.

4. REMOTE ACCESS GUIDELINES

- The Director of IT and Education Support will ensure the remote access guidelines below are developed, implemented, and maintained to restrict remote access to BUSD's information systems to authorized users.
- The Network/System Analysts will configure third-party provider remote access upon the Director of IT and Education Support's approval and will monitor and terminate third-party remote access when the task is completed.
- Remote access to BUSD internal network will employ a secure remote access protocol to encrypt traffic and require user authentication to initiate a session.
- The Network/System Analysts will oversee the process of keeping all of BUSD's remote access hardware and software systems current with software patches and updates.

Security Awareness Training Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to establish a security awareness training program to enhance understanding of information security to reduce potential data loss due to user errors and omissions and to protect sensitive information.

2. PURPOSE

BUSD believes an educated and informed user base will contribute to the overall success of the Cybersecurity Guide. Therefore, the Director of IT and Education Support will ensure security awareness training sessions for all employees are conducted at least annually.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Annually reviewing and approving the Security Awareness Training Guidelines.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Providing oversight of the Security Awareness Training Program
- Annually reviewing and approving the employee security awareness training schedule and attendance.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Leading the Facilities and Technology Subcommittee in the development, implementation, and maintenance of the Security Awareness Training Program.
- Ensuring that all employees participate in annual security awareness training.
- Maintaining the most recent version of the Guide policies on the network with shared access for all employees.
- The Security Awareness Training Program shall be available to staff by August 1st, 2020.

Assistant Superintendent, Human Resources
The Assistant Superintendent, Human Resources is responsible and accountable for:

- Ensuring that new employees review and affirm their understanding of the Guide by signing the Acceptable Use Agreement - Employee/Volunteer at hire.
- Verifying that a signed copy of the Acceptable Use Agreement - Employee/Volunteer form is stored in employee files.

Employees
Employees are responsible and accountable for:

- Reviewing and complying with the Guide policies.
- Signing and returning the Acceptable Use Agreement - Employee/Volunteer form to the Human Resources Department.
- Attending annual information security awareness training.

4. SECURITY AWARENESS TRAINING GUIDELINES

The Director of IT and Education Support will ensure the security awareness training guidelines below are developed, implemented, and maintained.

- The Director of IT and Education Support, or designee shall provide information security awareness training to all employees at least annually. They shall also maintain a record of attendees and training documentation. Training content shall include:
  - A review of all Cybersecurity Guide guidelines.
  - Procedures and best practices for protecting sensitive information.
  - New security threats.
- Each participant shall sign an acknowledgement of attendance and understanding of information security awareness training sessions.

Social Media Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to address the potential use of These guidelines have been developed to provide guidance to BUSD's employees and third-party providers on the risks of, and restrictions on, their use of social media for BUSD-related activities and for continued monitoring of BUSD's existing online presence.

2. PURPOSE

These guidelines establish BUSD's expectations use of social media channels and also guides BUSD's future social media planning and use. For purposes of these guidelines, social media includes all means of communicating information of any sort on the Internet, including on personal social media sites, blogs, newsgroups, and chat rooms.

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Annual review and approval of the Social Media Guidelines.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- Annual review of BUSD's Social Media Guidelines.
- Review and approval of BUSD's existing and future social media channels.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) is and is responsible and accountable for:

- Limiting employee access to social media sites from BUSD's internal network to only approved social media services.

Public Information Officer
The Public Information Officer is responsible and accountable for:

- Monitoring BUSD's social media presence, including comments or discussions posted regarding BUSD or its services, employees, and students.
- Responding to inappropriate, harassing, or abusive online communication regarding BUSD or its services, employees, and students.
- Future review and approval of employees authorized to develop BUSD's social media presence.

Employees

Employees are responsible and accountable for:

- Using good judgment to present themselves professionally both on and off duty.
- Refraining from participating in any social media activity during BUSD hours and on BUSD equipment unless authorized by the Director of IT and Education Support.
- Refraining from using BUSD email addresses to register for social media sites for personal use.
- Refraining from revealing or publicizing sensitive BUSD information including, but not limited to:
    - Financial information
    - Confidential student or district information
    - User account information
    - Internal email communication
- Refraining from posting or displaying comments about coworkers, supervisors, third-party affiliates, or BUSD that are vulgar, obscene, threatening, intimidating, harassing, or that could be perceived as abusive, hateful, demeaning, derogatory, or defamatory. This particularly includes any material causing or pertaining to unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any employee or student by anyone, based on the employee or student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.
- Notifying the Director of IT and Education Support of any inappropriate, harassing, or abusive online communication regarding BUSD or its services, employees, and students.

4. SOCIAL MEDIA GUIDELINES

The Director of IT and Education Support shall oversee BUSD's current and future online presence, including:

- Establishing appropriate firewall settings that restrict employee and student access to social media sites from BUSD's internal network.
- Maintaining overall awareness of social media trends and technologies.
- Addressing instances of the compromise of sensitive BUSD information via social media by activating the Incident Response Program (see Incident Response Program Guidelines).

If BUSD is mentioned in any social media activity, the posting must include the following disclaimer*: "The opinions expressed are my own and do not represent the opinion of Burbank Unified School District."* Only the Board of Education may speak on BUSD's behalf. Employees who violate any of the guidelines set forth in these guidelines may be subject to discipline, up to and including, termination of employment.

System Monitoring Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to establish appropriate protection of its network and sensitive information from unauthorized access and compromise by monitoring the security, performance, and integrity of its information systems.

2. PURPOSE

BUSD will ensure its systems are accessed only by authorized users, that only authorized changes are made to the systems, and that the systems perform as expected. The Network/System Analysts shall monitor BUSD systems and shall report all unauthorized attempts to access systems to the Director of IT and Education Support.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- The annual review and approval of the System Monitoring Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Review of the security exception reports.
- Providing training for all employees on the threats posed by malware and the controls in place.

Network/System Analysts
The Network/System Analysts are responsible and accountable for:

- Monitoring security logs to ensure systems are accessed only by authorized users.
- Review of the security exception reports.
- Maintaining a problem log of all outstanding issues related to critical systems, periodically reviewing logged issues, and monitoring trends in performance issues.
- Monitoring the appearance and content of the website for unauthorized changes or improper or unexpected applications of requested changes.
- Monitoring the network for the purpose of reporting and responding to significant discrepancies including:
  - Internal network usage
  - Security log
  - Application log

- System log
- Patch Management issues
- Remote control issues

- Maintaining a tracking report of all outstanding issues related to the network and providing the Director of IT and Education Support with a monthly network health report.
- Monitoring traffic on the firewall for the purpose of reporting and responding to significant discrepancies including:
  - Unauthorized access attempts
  - Intrusion attempts

Employees

Employees are responsible and accountable for:

- Monitoring individual workstations for malware and contacting the BUSD Technology Help Desk immediately if found. Employees shall not attempt to remove malware themselves.

4. SYSTEM MONITORING GUIDELINES

- The Director of IT and Education Support will ensure the system logging, review, and compliance guidelines listed below are developed, implemented and maintained to log, collect, and analyze data from system components. He will also establish and utilize standards to identify system components that warrant logging; determine the level of data to be logged by a component, and to establish guidelines for secure handling and analyzing of log files.
- Sufficient data will be collected in secure log files to identify and respond to security events and to monitor and enforce policy compliance.
- The following types of data will be monitored or logged to some extent:
  - Inbound and outbound Internet traffic
  - Internal network traffic
  - Firewall events
  - Virus/Malware events
  - SPAM events
  - Network and host performance
  - Application access
  - Remote network access
- The Network/System Analysts will monitor and restrict access to log files, which should not be overwritten and will be emailed in a monthly report to the Director of IT and Education Support.
- The Network/System Analysts will review system logs for suspicious activities on a daily basis and will report suspicious activities identified from log reviews to the Director of IT and Education Support, who will take action to resolve suspicious activity from log reviews as deemed appropriate.

Vendor Management Program Guidelines

1. INTRODUCTION

This policy has been developed to provide guidance on the information security controls for management of Burbank Unified School District's (BUSD) critical vendors. BUSD may contract with an outside vendor to service those products and services that require specific expertise or complex technology.

2. PURPOSE

These guidelines establish BUSD's expectations of and required controls for its third-party providers to ensure the security and integrity of our information systems and data. These guidelines also guide BUSD's ongoing third-party provider management and oversight responsibilities.

3. RESPONSIBILITY AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Annual review and approval of the Vendor Management Program Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- The development, implementation, and monitoring of third-party provider management and oversight guidelines to ensure the risks and responsibilities of third-party relationships are clearly defined and maintained at acceptable levels.
- Annual reviews of BUSD's third-party providers and related FTS and Board reporting.

Facilities and Technology Subcommittee (FTS)
The FTS is responsible and accountable for:

- The implementation and maintenance of the Vendor Management Program Guidelines and related procedures.
- The review and approval of new third-party provider relationships.

4. VENDOR MANAGEMENT GUIDELINES

The FTS will ensure the vendor management and oversight guidelines listed below are developed, implemented, and maintained to ensure risks and responsibilities of third-party vendor relationships are clearly defined and maintained at acceptable levels.

- Due diligence and risk assessment requirements (see Exhibit 1 – Vendor Management Due Diligence Guidelines) for new third-party providers include, but are not limited to:

    - Financial statements;
    - Customer references;
    - Business continuity/disaster recovery plans and testing;
    - Information technology audit reports; and
    - Adequate insurance coverage.
- Specific contractual requirements including, but not limited to:
    - Contract term;
    - Termination requirements and penalties;
    - Service level requirements and reporting;
    - Adherence to regulatory requirements for safeguarding sensitive information, including requiring non-disclosure/confidentiality agreements;
    - Provision of periodic audit reports, including vulnerability and penetration tests and SSAE 18 SOC 2 Type II reports;
    - Incident response plan coordination and notification requirements;
    - Use of subcontractors; and
    - Ownership of BUSD data.
- The Director of IT and Education Support and the FTS shall review the services provided by each of BUSD's third-party providers to determine if it will be classified as a "critical" third-party provider. A critical third-party provider is an entity that provides services that must be continuously available to ensure information integrity, satisfactory service, and continuity and recovery of operations within a reasonable timeframe. Critical third-party providers include:
    - Cisco
    - Microsoft
    - Google
    - HP
    - Palo Alto
- The Director of IT and Education Support shall perform an annual review of BUSD's third-party providers and submit a summary report to the FTS.
- The Director of IT and Education Support shall use the Vendor Management Program Checklist (see Exhibit 2) when performing provider reviews. The checklist includes the following categories:
    - Financial condition;
    - Information system controls and audits;
    - Quality of service and support; and
    - Required documentation.

Wireless Networking Guidelines

1. INTRODUCTION

It is the policy of Burbank Unified School District (BUSD) to develop and maintain effective policies, procedures, and controls to ensure the security of its wireless networking services.

2. PURPOSE

The purpose of these guidelines is to describe how wireless networking is used in BUSD networks and the security controls protecting sensitive information.

3. RESPONSIBILITIES AND REPORTING

Board of Education
The Board of Education is responsible and accountable for:

- Annual review and approval of the Wireless Networking Guidelines.

Director of IT and Education Support
The Director of IT and Education Support serves as the Information Security Officer (ISO) and is responsible and accountable for:

- Approving the installation and configuration of wireless networking connected to BUSD networks.

Network/System Analysts
The Network/System Analysts are responsible and accountable for:

- Identifying appropriate methods of wireless networking and associated security controls within BUSD.
- Ensuring that the appropriate security controls are implemented.

Technical Support Specialists
The Technical Support Specialists are responsible and accountable for:

- Ensuring all wireless communication hardware is configured and updated appropriately.

4. WIRELESS NETWORKING GUIDELINES

The Director of IT and Education Support will ensure the wireless networking guidelines listed below are implemented and maintained to help safeguard BUSD's information systems.

1. District-owned devices will connect to the internal BUSD wireless network.
2. Guest users and BYOD devices will connect to the BUSD-Guest wireless network.

BUSD is implementing a network access control system.. Once completed, these guidelines should be followed:

1. District-owned and BYOD devices will connect to the internal BurbankUSD wireless network using their District username and password. If the device is a personal device it is required to pass a health/posture assessment before it is allowed onto the internal network. Here are the requirements:
    a. OS is up to date.
    b. Automatic updates are turned on.
    c. Endpoint security software is installed.
    d. Endpoint security software is up to date.

2. Guest users will connect to BurbankUSD-Guest wireless network. Visitors are required to request a temporary username/password assigned by an Office Manager/Administrative Secretary.

Exhibits

EXHIBIT 1

Vendor Management Due Diligence Guidelines

VENDOR SELECTION PHASE	
Type of Risk	Recommended BUSD Measures to Mitigate Risk
The vendor, due to financial weakness, could go out of business and, by doing so, significantly disrupt BUSD's services.	● Perform a financial analysis of vendor and determine whether or not to do business if there is significant financial weakness. ● At a minimum, consider having termination language in the contract to allow BUSD an "out" if such financial condition worsens. ● Create a contingency plan that allows for smooth conversion to an alternate provider in the event the provider does fail. ● Be sure to include all key vendors in this analysis.
The vendor's system may not meet BUSD's current and/or emerging needs, resulting in inefficient operations and services. Risk to BUSD's reputation can result accordingly.	● Develop a comprehensive Request for Proposal (RFP) or Decision Support matrix and compare several vendor offerings before making a selection. ● Consult with existing customers, user groups, and partners of the providers to gather information about the provider's reputation and performance. ● Consider engaging independent resources in supporting BUSD's evaluation process.
The vendor may lack appropriate operating or security controls, which, if breached, could cause financial or reputation loss to BUSD.	● Thoroughly review 3rd party reviews and/or complete SSAE 18 (Type I and II) reports to determine an appropriate level of controls exist. ● Review vendor contingency plans and the results of their completed tests. ● Ensure all locations that handle operations are included in scope of the review.

CONTRACT NEGOTIATION PHASE	
Type of Risk	Recommended BUSD Measures to Mitigate Risk
Ambiguity as to the scope of services to be provided and the corresponding responsibilities of the vendor and BUSD can cause delayed implementations, inefficient operations, and potential transaction losses.	● Ensure that the vendor's response to an RFP or other requests for written information is incorporated into the contract by reference. ● Request the vendor detail clearly the responsibilities of the vendor and BUSD during implementation and ongoing.
A standard contract provided by the vendor may protect the interests of the vendor with little or no protection for BUSD. BUSD risks exposure in the event of disputes that may arise from time to time during the course of the contract.	● Consider engaging outside counsel to customize contract and balance interests more equitably. ● Pay particular attention to the areas covering limitation of liability. Ensure the contract is explicit on the liability of the vendor in the event the security of their system is breached and financial loss results. ● Consider adding performance standards (i.e., system availability of 99+%) and penalties in the event the vendor fails to meet them. ● Carefully examine and negotiate the right to terminate the contract and penalties (if applicable).
The vendor's knowledge and observance of regulatory requirements applicable to its business, and those of BUSD is critical. The provider's failure to perform satisfactorily in this area can expose BUSD to potential criticism by its regulatory agency along with potential penalties.	● Ensure the responsibilities of the vendor and BUSD are clearly delineated in the contract. ● Ensure that the vendor's responsibility for security and confidentiality of BUSD's resources are specifically addressed. The provider's commitment to disclose security breaches to BUSD should be detailed in the contract.
The failure of the vendor to regularly share 3rd party audits, financials, and ongoing contingency plan testing can prevent BUSD from detecting potential problems with the vendor.	● Contract should detail the frequency with which these ongoing reports will be provided. ● Contract should stipulate that these reports will automatically be sent to BUSD.

IMPLEMENTATION PHASE	
Type of Risk	Recommended BUSD Measures to Mitigate Risk
The absence of sufficient human resources on the part of BUSD can delay the implementation, and ultimately hamper ongoing operations.	● Identify early on in the project the resources needed by BUSD, both in terms of time, expertise and experience. ● Ensure that appropriate resources are dedicated to the project from the beginning of the implementation to the system "cutover."
The absence of sufficient representation from different areas within BUSD can result in ineffective system setup, internal conflicts within the institution, and re-work during or after the system implementation.	● Establish from the outset a project "team" that provides sufficient representation of BUSD's key stakeholders. ● Establish project reporting from the team to senior management to ensure that decisions being made by the team are consistent with management strategy and direction. ● Develop a method by which to properly escalate when there is project slippage or conflict.
Absence of establishing adequate internal controls for new systems and/or processes can lead to operational losses and customer dissatisfaction.	● Request materials from the third-party provider and/or other BUSD's on new controls and processes they established when implementing the same system. Determine the appropriateness of such controls for BUSD. ● Clearly document new responsibilities of staff and include in job descriptions. ● Limit system access based on job need and establish appropriate segregation of duties and dual control procedures. Pay particular attention to risks in new system offerings.

ONGOING VENDOR OVERSIGHT	
Type of Risk	Recommended BUSD Measures to Mitigate Risk
The unexpected failure of a vendor can significantly disrupt BUSD and cause customer dissatisfaction. The ongoing financial pressures on the vendor could result in "softening" operating controls, which in turn could cause financial loss or dissatisfaction.	● Review ongoing financial information provided by the vendor. ● Continually review contingency plans and ensure that alternate providers remain viable options in the event primary provider fails. Ensure that cost and conversion timeframes are known and factored as part of ongoing plan. ● Review closely the updated contingency plan tests of the vendor and specific actions taken to address identified deficiencies. ● Follow up on deficiencies noted in audit reports and request written responses.
Failure of provider to perform service satisfactorily can cause disruptions to BUSD's operations.	● Assign responsibility within BUSD to monitor and evaluate the vendor on an ongoing basis. ● Ensure that service levels are being maintained, and that service outages are promptly reported and resolved. ● Document areas of dissatisfaction with vendor and maintain comprehensive records of the vendor's responses. ● Periodically meet with the vendor to review performance issues and assess the vendor's plans to improve. ● Take active role in vendor user groups and establish alliances to help oversee vendor performance, while sharing costs to do so.

ONGOING VENDOR OVERSIGHT (CONTINUED)	
Type of Risk	Recommended BUSD Measures to Mitigate Risk
Security breaches of the vendor's system or BUSD's system can cause losses.	● Continually review security policies, practices and reviews of the vendor's system. ● Have the internal audit function perform a review of both the controls the vendor employs as well as those of BUSD for adequacy and comprehensiveness. ● Determine the adequacy of preventative and detective controls for those transactions that involve funds transfers within or outside BUSD. ● Consider engaging 3rd party assistance in security intrusion testing in the event that such resources are unavailable within BUSD. ● Consider partnering with other BUSD's who use the same vendor in performing security reviews of third-party provider.
The vendor may not keep pace with customer requests for new products and/or services, potentially resulting in negative reputation, customer dissatisfaction and/or customer defection.	● Keep current with the vendor's product and service development plans for the coming year. ● Establish contact with other BUSD's who use the same vendor and determine their level of satisfaction with new product and service offerings.

EXHIBIT 2

Vendor Management Checklist

Financial Condition	Yes	No	N/A
Has there been an evaluation of the financial condition conducted at least annually and more frequently when risk is high or moderate and increasing?			
Was the analysis as comprehensive?			
Does BUSD have a copy of the vendor's audited financial statements?			
If applicable, are the vendor's financial obligations to subcontractors being met in a timely manner?			
Is the vendor's insurance coverage adequate?			
Comments:			

Controls	Yes	No	N/A
Has there been a review of audit reports (e.g. internal audits, external audits, SSAE 18 reviews, security reviews), as well as examination reports, if available?			
Does a current SSAE 18 Type I or II, or other audit review need to be obtained?			
Is there follow-up on any deficiencies noted?			
Does BUSD receive annual business continuance, disaster recovery, test results? If yes, is BUSD satisfied with these results?			
Do the vendor policies relating to internal controls and security ensure that they continue to meet BUSD's minimum guidelines and contract requirements?			
Is the vendor monitored to confirm that agreed-upon security measures, quality assurance reviews, and specified policies and procedures, are being implemented?			
Does BUSD utilize coordinated reviews with user groups, as applicable?			
Are business resumption restoration results acceptable to BUSD?			

If sensitive information is shared with the vendor, are applicable privacy notices and opt-out notices distributed to affected individuals?			
Does BUSD monitor changes in vendor personnel assigned to BUSD and their access rights, if any?			
Does the vendor use a layered anti-malware strategy (e.g. integrity checks, anomaly detection, system behavior monitoring, employee security awareness training, traditional signature-based anti-malware systems)?			
Does the vendor have controls in place to prevent potential insider threats (e.g. employee screening, dual controls, segregation of duties)?			
Are appropriate redundancy controls in place, and replicated backup data files segregated, to provide for sufficient recovery capabilities?			
Are specific procedures in place for the investigation and resolution of data corruption in response and recovery strategies?			
Does the vendor have appropriate security in place for virtualized cloud recovery services?			
Are plans and processes in place to reconstitute the vendor's operations after a destructive attack?			
Does the vendor utilize independent, redundant, alternative communications providers?			
Does the vendor have enhanced disaster recovery planning that includes the possibility of simultaneous attacks?			

Quality of Service and Support	Yes	No	N/A
Are service level agreements or service expectations clearly documented and agreed upon by BUSD and the vendor?			
Does BUSD regularly review reports and/or surveys documenting the performance relative to service-level agreements established?			
Are contractual terms and conditions being met?			
Are revisions to service-level agreements or other terms made when needed?			
Are performance problems documented and followed up on in a timely manner?			

Is the account executive or key vendor contact knowledgeable, responsive, and reliable?			
Does the vendor have the ability to support BUSD's strategic plan and goals?			
Is adequate training provided to BUSD employees regarding the products and/or applications provided by the vendor?			
Does BUSD provide a method for which their employees can voice complaints or concerns, and does BUSD review these and seek out a resolution?			
Are there scheduled meetings with the vendor to discuss performance and operational issues?			
Does the institution maintain documents and records regarding contract compliance, revision, and dispute resolution?			
Comments:			

Documentation	Yes	No	N/A
Is the vendor information, contacts, contracts dates, etc. maintained in a master third-party provider list?			
Is a valid contract current, centralized and securely maintained?			
Has there been a confidentiality agreement signed with the vendor that conforms to regulatory and legal requirements?			
Was an appropriate and documented planning process and due diligence performed when selecting this vendor?			
Does BUSD review regular risk management and performance reports received from the vendor (e.g. audit reports, security reviews, and reports indicating compliance with service-level agreements)?			
Does BUSD need to produce an annual written report to the Board, or a delegated committee, of the results of the ongoing oversight activities?			
Comments:			

EXHIBIT 3

Incident Response Notification Form

Description of Incident:

_____

_____

_____

Any information subject to unauthorized access: Yes or No

If Yes, What:

_____

_____

_____

_____

What action will be taken to protect affected individuals from further unauthorized access:

_____

_____

_____

_____

Phone number affected individuals can call for information or assistance:

_____

Reminder to affected individuals to stay vigilant over next twelve (12) to twenty-four (24) months and report suspected identity theft incidents to the institution.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 16, 2019
SUBJECT:	Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

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Background:

On January 19, 2017, RSM completed an Information Systems Security Review for the Burbank Unified School District (BUSD), which was a service provided though the West San Gabriel Liability & Property JPA. As a result, recommendations were provided to the BUSD regarding most current and effective practices and policies in the area of cyber and information security.

District Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

Discussion and Issues:

The recommendations included effective practices for employee use of technology and student use of technology, for which the District already has policy. The policies presented tonight represent the recommended updates. These include Board Policy 4040, Administrative Regulation 4040, Board Policy 6163.4, and the exhibits for the Acceptable Use of Technology Agreements for both employees and students.

Fiscal Impact:

There is no financial impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will facilitate the second reading and recommends that the Board of Education approve the Proposed Revision of Selected Board Policies and Administrative Regulations, as presented.

~~Burbank~~ BURBANK USD

Board Policy

Employee Use Of Technology

BP 4040
Personnel

It is the policy of Burbank Unified School District (BUSD) to ensure its employees, volunteers, and ~~service providers (personnel)~~contractors use BUSD's systems in an appropriate manner to protect sensitive information. BUSD shall ensure that all authorized users clearly understand their roles and responsibilities as they relate to acceptable use of BUSD's systems.

~~It is the policy of Burbank Unified School District (BUSD) to ensure its employees, volunteers, and service providers (personnel) use BUSD's systems in an appropriate manner to protect sensitive information. BUSD shall ensure that all authorized users clearly understand their roles and responsibilities as they relate to acceptable use of BUSD's systems.~~

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

(cf. 0440 - District Technology Plan)
(cf. 1100 - Communication with the Public)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4032 - Reasonable Accommodation)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Governing Board shall ensure the acceptable use guidelines below are developed, implemented and maintained to define, manage, and control the acceptable use of BUSD's information systems by employees

- The Director of IT and Education Support or designee shall implement and maintain BUSD Employee Acceptable Use Policy and controls to safeguard BUSD's information assets.
- The Assistant Superintendent of Human Resources or designee shall communicate BUSD Employee Acceptable Use Policy and shall ensure that each user is provided with a

personal copy or link to the relevant policy.

~~The Assistant Superintendent of Human Resources or designee shall provide employees with instructions and training for the acceptable use of BUSD's information systems.~~

- Employees shall acknowledge that they have read and understand BUSD's Acceptable Use Policy by signing the appropriate version of the Acceptable Use Agreement-Employees ~~(see Exhibit 1)~~. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

All district employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to the services they provide to the district. District technology includes, but is not limited to:

- Computers, including switches and thin clients
- Servers, routers, switches, and moderns
- Mobile devices and including tablets, smartphones, telephones, personal digital assistants (PDAs), wearable technology
- Portable storage devices including USB drives, DVDs, CDs, MP3 players
- Wireless computer networking technology and access points
- Wireless communications devices including emergency radios, and/or future technological innovations, whether accessed on or off site or though district-owned or personally owned equipment or devices
- Internet
- District software and applications, including email

~~Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.4 - Student Use of Technology)

~~District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.~~

Electronic Communications and Information

- BUSD reserves the right to inspect all data, files, or email messages accessed or stored on its

computer systems.

- BUSD may operate software and systems to monitor and record all Internet and email activities. No one shall have any expectation of privacy or confidentiality ~~regarding Internet~~regarding Internet or email usage.
- Employees shall not knowingly use BUSD computer systems to upload, download, or otherwise access or use information with the following material or content:
    - ~~Any material that could be perceived as abusive, hateful, demeaning, derogatory, or defamatory. This particularly includes any material causing or pertaining to unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any employee or student by anyone, based on the employee or student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics. This includes political beliefs.Any material that could be perceived as abusive, hateful, demeaning, derogatory, or defamatory. This particularly includes any material pertaining to race, color, religion, national origin, gender, sexual orientation, political beliefs, or disabilities.~~
    - ~~Any~~beliefs. Any material that is pornographic, obscene, sexually explicit, indecent, or vulgar.
    - Any material that includes any confidential information, from BUSD or third-party providers without the Superintendent or designee's approval.
    - Any solicitations or advertisements for any organization other than BUSD.
    - Any material or programs in violation of copyright protections.
    - Any material that contains a virus, worm, Trojan, trap door, or other malicious program code.
    - Any material that may attempt to disable or overload any computer system intended to protect the privacy or security of another user.

Telephonic Information and Communications

- ~~Personnel~~Employees/volunteers shall restrict personal use of the telephones to necessary calls (both incoming and outgoing), which shall be kept to a minimum. Interoffice telephones shall be used for business only.
- Employees/volunteers ~~Personnel~~ shall limit personal long-distance calls, with the cost charged to the employee's home telephone or calling card. Under no circumstances are personal long-distance calls to be charged to BUSD.

This list is not all-inclusive. It merely represents a sample of uses that are not appropriate for BUSD. Inappropriate use of district technology may result in a cancellation of the ~~personnel's~~ employee/volunteer's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation. BUSD retains the right to report any illegal

violations to the appropriate authorities.

In addition, employees/volunteers shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

E~~The Superintendent or designee shall annually notify e~~mployees/volunteers ~~, in writing that they~~ have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee/volunteer usage of district technology at any time without advance notice or consent and for any reason allowed by law.

Volunteers

The Board of Education recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students. Volunteers working in the district shall observe the same guidelines for the use of technology as district employees.

~~The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee/volunteer obligations and responsibilities related to the use of district technology.~~

~~Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees/volunteers shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.~~

~~Employees/volunteers shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.~~

~~Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)~~

~~The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)~~

~~The Superintendent or designee shall annually notify employees/volunteers in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee/volunteer usage of district technology at any time without advance notice or consent and for any reason allowed by law.~~

~~In addition, employees/volunteers shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.~~

~~Employees/volunteers shall report any security problem or misuse of district technology to the Superintendent or designee.~~

~~Inappropriate use of district technology may result in a cancellation of the employee's/volunteer's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.~~

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

Legal Reference:
EDUCATION CODE
52295.10-52295.55 Implementation of Enhancing Education Through Technology grant program
GOVERNMENT CODE
3543.1 Rights of employee organizations
PENAL CODE
502 Computer crimes, remedies
632 Eavesdropping on or recording confidential communications
VEHICLE CODE
23123 Wireless telephones in vehicles
23123.5 Mobile communication devices; text messaging while driving
23125 Wireless telephones in school buses
UNITED STATES CODE, TITLE 20
6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:
6777 Internet safety
UNITED STATES CODE, TITLE 47
254 Universal service discounts (E-rate)
CODE OF FEDERAL REGULATIONS, TITLE 47
54.520 Internet safety policy and technology protection measures, E-rate discounts
COURT DECISIONS

City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332

Management Resources:
WEB SITES
CSBA: http://www.csba.org
American Library Association: http://www.ala.org
California Department of Education: http://www.cde.ca.gov
Federal Communications Commission: http://www.fcc.gov
U.S. Department of Education: http://www.ed.gov

Policy BURBANK UNIFIED SCHOOL DISTRICT
adopted: March 17, 2016 Burbank, California

Burbank USD
Administrative Regulation
Employee Use Of Technology

AR 4040
Personnel

On-l- Line/Internet Services: User Obligations and Responsibilities

Employees are authorized to use district equipment to access the Internet or on-line services in accordance with Board of Education policy and the user obligations and responsibilities specified below.

1. Employees shall not access, post, submit, publish or display any material that could be perceived as abusive, hateful, demeaning, derogatory, or defamatory. This particularly includes any material causing or pertaining to unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any employee or student by anyone, based on the employee or student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics. This includes political beliefs.
~~harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs.~~

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

2. Employees shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or the data of any other user, including so-called "hacking."

~~3. Employees are encouraged to check email daily. If absent for an extended amount of time, he or she should activate an out-of-office message listing a back-up contact.~~

343. Employees shall not read other users' electronic mail or files without permission or as authorized by these policies and regulations. They shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.

454. Users shall report any security problem or misuse of the services to the Superintendent or designee.

5~~3~~. Employees are encouraged to check email daily. If absent for an extended amount of time, he or she should activate an out-of-office message listing a back-up contact.

~~(cf. 6163.4 - Student Use of Technology)~~

The district provides access to its computing and network resources to its employees and volunteers who comply with Board Policy 4040 and the provisions of these Administrative Regulations. The district expects that those who exercise this privilege will do so responsibly and has therefore developed these Administrative Regulations to assist users in the appropriate use of these technology resources.

Authorized Access

The use of the district's computing and network resources is a revocable privilege. Users who fail to use these resources in a responsible and ethical manner, consistent with the provisions of Board Policy 4040 and these Administrative Regulations, shall have their user privileges revoked as provided for herein.

District employees and volunteers are permitted to use the district's computing and network resources only if they agree to comply with the provisions of Board Policy 4040 and these Administrative Regulations, and only if they sign an Acceptable Use Of Technology Agreement as provided for herein. Users who do not agree to all of the above will not be permitted to use district computing and network resources. District staff shall not be permitted to use the district's computing and network resources unless and until the user has completed an Acceptable Use Of Technology Agreement on file at each employee site and/or office.

As a condition of the privilege of using the district's computer resources, each user will be held accountable for his or her own actions which affect the district's computing and network resources. By signing the Acceptable Use Of Technology Agreement, each user acknowledges and agrees to abide by the terms of Board Policy 4040 and these Administrative Regulations. A user who violates the terms of Board Policy 4040 or these Administrative Regulations shall be held responsible for his or her actions, and will be subject to discipline for such conduct, including, but not limited to, revocation or suspension of the privilege of using the district's computer resources, employee discipline as applicable, and/or referral to outside agencies for prosecution in the event the user's actions constitute a violation of federal, state, or local laws.

User ID' s and Accounts

All users may apply for user ID's to utilize the district's computing and network resources. Such an application may be granted only if the applicant signs the Acceptable Use Of Technology Agreement referred to herein. Users who have had their privileges revoked or suspended may not apply for a user ID during the term of such revocation or suspension.

Users do not own user ID's or user accounts, but rather are granted use of ID's and accounts for purposes consistent with Board Policy 4040 and these Administrative Regulations. Users shall

use only their own designated ID's and accounts. User ID's and accounts are not transferable. Users are required to keep all ID's, passwords, and account information confidential, and shall take reasonable precautions to prevent others from obtaining this information. Users will be responsible for any use of their accounts by others to whom access has been given.

Users shall respect the privacy and personal rights of others, and are prohibited from accessing or copying another user's e-mail, data, or other files without the prior express consent of that user except as otherwise authorized by Board policies, administrative regulations, or a technology user agreement. Users shall send e-mail only from their own personal e-mail addresses. Users are prohibited from concealing or misrepresenting their identity while using the district's computer resources.

Permissible Uses

In accordance with Board Policy 4040, the district's computing and network resources may only be used for educational purposes, and to carry out the legitimate business of the district. It is the intention of the district to create a non-public forum in its use of computer and network resources. Use of the district's computer resources in violation of Board Policy 4040 or these Administrative Regulations is prohibited, and can result in revocation of user privileges, employee disciplinary action, and a referral to law enforcement agencies for prosecution of violations of federal, state and/or local laws and regulations.

Users are responsible for using software and electronic materials in accordance with copyright and licensing restrictions. Users are required to abide by all applicable copyright and trademark laws, and to abide by any licensing agreements and restrictions. Users shall not copy, transfer, or utilize any software or electronic materials in violation of such copyright, trademark, and/or licensing agreements. The copying of software that has not been laced in the public domain and distributed as "freeware" is expressly prohibited. Users who access, copy, transfer and/or use "shareware" are expected to abide by the requirements of the shareware licensing agreement. No user may inspect, change, alter, copy, or distribute proprietary data, programs, files, disks or software without proper authority.

In using the district's computer resources, users must "communicate" in the same manner as is expected in the classroom or on campus. The distance provided by electronic communications does not create a forum in which there are no ethical or legal limitations. Users shall not use district computer resources in any unlawful manner including, but not limited to, attempting to defraud another, threatening physical harm to another, procuring or distributing obscene material in any form, or unlawfully harassing another.

Information distributed on or through district computers and networks reflects upon the District and not just the individual user. Even with appropriate disclaimers, the district is represented by its employees and volunteers, and so appropriate decorum is warranted.

Impermissible Uses

Any and all uses not specifically permitted in Permissible Uses, are specifically prohibited. Use

of the district's computers for personal or commercial use is prohibited. While the district recognizes and respects users' rights to freedom of speech, such rights are not absolute. Speech which is fraudulent, libelous, obscene, harassing, or threatening is not permitted under state or federal law. Users are expressly prohibited from using the district's computer resources to engage in such conduct. Users violating this section will be subject to revocation of their user accounts, and will be further subject to disciplinary action, and, in appropriate circumstances, a referral for prosecution for the violation of criminal laws.

For purposes of these Administrative Regulations, the terms fraud and libel are given their legal meaning as developed by the courts of this State and of the United States. "Obscenity" means words, images or sounds which a reasonable person, applying contemporary community standards, when considering the contents as a whole, would conclude that they appeal to prurient sexual/physical interests or violently subordinating behavior rather than an intellectual or communicative purpose, and materials that, taken as a whole regarding their content and their particular usage or application, lack any redeeming literacy, scientific, political, artistic or social value. "Threatening" means communications which result in an individual being fearful of imminent bodily harm and/or emotional/mental disruption of his/her daily life. "Harassing" means to engage in a knowing and willful course of conduct directed at another which seriously alarms, annoys or harasses another, and which serves no legitimate purpose. In addition, "Harassment" shall also mean to subject another to unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature as set forth in the California Education Code Section 212.5.

The following is a partial list of prohibited uses of the district's computing and network resources. This list is not intended to be all encompassing. Rather, because the electronic medium is constantly changing, this list should be used as a reference for users to determine inappropriate computer use. If a user is unsure whether a use is permitted or not permitted, the user should consult with the Superintendent or designee to determine if the use is permitted.

1. ~~Inappropriate uses of district computing and network resources which violate these Administrative Regulations include, but are not limited to:~~Employees shall not vandalize, damage, disable, or gain access to another's computer files or data.

2. Employees shall not engage in any activity restricted by local, state, federal, or international laws, u~~U~~se of any resources owned or provided by BUSD for illegal activity or other inappropriate use as defined in this policy may be subject to disciplinary action, up to and including dismissal.

3. Employees shall keep their individual passwords and account information secure. ~~Employees shall commit passwords to memory and shall not write them on paper or store them in unencrypted computer files.~~ Employees/volunteers/contractors shall not use another employee's user ID and password.

~~1.~~ Employees shall secure all computer systems under their control and shall lock their workstations when leaving an area.

4.

~~Employees shall save all documents to shared network drives or District-provided cloud storage drives only.~~

~~Employees shall protect sensitive information displayed on their computer screen from unauthorized viewing.~~

5. Employees shall refrain from using food or drink near ~~network~~electronic equipment.

6. Anyone who suspects that BUSD's technology is being misused or has been compromised, shall immediately report the misuse to the Director of IT and Education Support or designee.

~~1. Destruction or damage to equipment, software, or data belonging to the district or others.~~

7. Employees encouraged to save all documents to shared network drives or District-provided cloud storage drives only.

~~92. Disruption or unauthorized use of accounts, access codes, or identification numbers.~~

8~~10~~3. The use of computing or network resources to engage in fraud, to engage in libel, to harass another, to threaten another, or to access material which is obscene, as those terms are defined above.

9~~11~~4. Use of the district's computer resources in ways which intentionally or unintentionally impede the computing activities of others. Such activities include, but are not limited to, disrupting another's use of computer resources by game playing; sending an excessive number of messages or e-mail; making or printing excessive copies of documents, files, data, or programs; or introducing computer viruses of any type onto the district's computer resources.

10~~2~~5. Use of the district's computer resources which violate copyrights, trademarks, and or license agreements.

11~~3~~6. Use of the district's computer resources to violate another's privacy, including, but not limited to, accessing or using another user's account, ID number, password, electronic files, data, or e-mail.

12~~4~~7. The following types of conduct are prohibited:

a. Copying a computer file that contains another user's assignment and submitting it as your own work.

~~b. Copying a computer file that contains another user's assignment and using it as a model for your own assignment.~~

~~c. Working together on an assignment, sharing the computer files or programs involved, and then submitting individual copies of the assignment as your own individual work.~~

b~~d~~. Knowingly allowing another employee to copy or use one of your computer files and to

submit that file, or a modification thereof, as his/her individual work.

~~8. Tampering, or attempting to tamper with any software protection, encryption or restriction placed on computer applications and files.~~

1359. Circumventing, or attempting to circumvent local, network or remote security measures.

14610. Impersonation of any person or communication under a false or unauthorized name.

~~11~~157. Transmission of any unsolicited advertising, promotional materials or other forms of solicitation.

16812. Using district resources for commercial purposes or personal financial gain.

17913. Installing unauthorized software programs on district local computing devices or network systems, and/or using such programs.

184. Using district resources for the purpose of obtaining, downloading, viewing, storing, or distributing materials which are obscene, pornographic, or are contained on adult-oriented sites, or sites which require that the user be eighteen years of age or older.

~~15. Providing addresses, telephone numbers or other personal information over the internet.~~

1916. Using district computing and network resources for the purpose of political campaigning.

2017. Using district computing and network resources for religious purposes which would be otherwise prohibited under state or federal law.

Expectation Of Privacy

The district's computing and network resources and all users' accounts and ID' s are the property of the district. There is no right to privacy in the use of these resources, and the District reserves the right to monitor and access information on the system and in users' accounts for the purpose of determining whether a violation of this Policy has occurred. The district will remove any information on the system which it determines to be in violation of Board Policy 4040.

Users must understand the weak privacy afforded by electronic data storage and electronic mail in general, and apply appropriate security to protect private and confidential information from unintended disclosure. Electronic data, including e-mail which transmitted over the district's computer resources and/or the internet is more analogous to an open postcard than to a letter in a sealed envelope. Under such conditions, the transfer of information which is intended to be confidential should not be sent through the district's computer resources.

In addition, users should be aware that the district may access information contained on its computer resources under numerous circumstances, including, but not limited to, the following circumstances:

1. Under the California Public Records Act (CPRA), electronic files are treated in the same way as paper files. Public documents are subject to inspection through CPRA. In responding to a request for information under the CPRA, the district may access and provide such data without the knowledge or consent of the user.

2. The district will cooperate appropriately, upon the advice of district Legal Counsel, with any local, state or federal officials investigating an alleged crime committed by an individual affiliated with a district computer resource, and may release information to such officials without the knowledge or consent of the user.

3. The contents of electronic messages may be viewed by a system administrator in the course of routine maintenance, or as needed for district administrative purposes, including investigation of possible violations of Board Policy 4040.

4. In addition, electronic mail systems store messages in files (e.g. the file containing a user's inbound mail.) These files are copied in the course of system backups. The contents of these files and the copies on system backup are subject to disclosure as stated in the preceding paragraphs.

5. Due to the open and decentralized design of the Internet and networked computer systems of the district, the district cannot protect individuals against receipt of material that may be offensive to them. Those who use the district's computer resources are warned that they may receive materials that are offensive to them. Likewise, individuals who use e-mail or those who disclose private information about themselves on the Internet or on district computer resources should know that the district cannot protect them from invasions of privacy.

Violations of Board Policy 4040 or these Administrative Regulations and Consequences

The district reserves the right to cancel or restrict user privileges for violation of Board Policy 4040, these Administrative Regulations, or any violation of federal, state, or local laws or regulations while using or accessing the district's computing and network resources and/or user accounts.

Reporting Violations

Individuals may report a suspected violation of Board Policy 4040 or these Administrative Regulations by district employees and volunteers to the accused employee's supervisor who will immediately refer the complaint to the Assistant Superintendent for review. The Assistant Superintendent shall determine whether a violation of this Policy has occurred. If the Assistant Superintendent determines that a violation has occurred, the Assistant Superintendent may take immediate action to suspend or revoke the user's privileges. In the event a user's privileges are suspended or revoked, the System Administrator must provide the user with written notice of the suspension or revocation, and provide a statement of reasons for the actions taken.

The System Administrators may also submit the matter to the appropriate certificated or classified staff supervisor or administrator for a determination of whether disciplinary action

should be taken pursuant to established district collective bargaining agreements, Board Policies, and Administrative Regulations, if applicable. Possible sanctions include deletion of material found to be in violation of the Policy, loss of user privileges, employee discipline, up to and including dismissal, and other sanctions available within the judicial processes.

Investigating Violations

If district staff or system administrators have information that a violation of Board Policy 4040 or these Administrative Regulations or any other misuse of computing resources has occurred, and if that information points to the computing activities or the computer files of an individual, they have the obligation to pursue any or all of the following steps to protect the user community:

1. Take action to protect the system(s), user jobs, and user files from damage. The district reserves the right to immediately suspend a user's privilege of access to the district's computer resources if the district has any reason to believe that the user has committed a violation of this Board Policy or Administrative Regulations.

2. Notify the alleged abuser's site principal, supervisor, instructor, or administrative officer, as appropriate, of the investigation.

3. Refer the matter for processing through the appropriate district disciplinary process if the user's actions are deemed to be in violation of employee standards of conduct.

4. Suspend or restrict the alleged abuser's computing privileges during the investigation and administrative processing.

5. Inspect the alleged abuser's files, diskettes, and/or tapes.

6. Minor infractions of this policy or those that appear accidental in nature are typically handled internally by the System Administrator in an informal manner by electronic mail or in-person discussions. More serious infractions are handled via the procedures outlined above.

7. Infractions such as harassment, or repeated minor infractions as described in these Administrative Regulations may result in the temporary or permanent loss of access privileges, notification of the user's appropriate supervisor or administrator.

8. More serious infractions, such as unauthorized use, attempts to steal passwords or data, unauthorized use or copying of licensed software, violations of the district's policies or administrative regulations, or repeated violations of minor infractions may result in the temporary or permanent loss of access privileges, and referral for discipline under applicable existing district employee disciplinary processes.

9. Offenses which are in violation of local, state, or federal laws will result in the immediate loss of computing privileges, student or employee discipline, and will be reported to the appropriate law enforcement authorities.

Abuse of computing privileges is subject to disciplinary action as well as loss of computing privileges. An abuser of the district's computing resources may also be liable for civil or criminal prosecution. It should be understood that nothing in these Administrative Regulations precludes enforcement under the laws and regulations of the State of California, any municipality or county therein, and/or the United States of America.

Hold Harmless

The district will not be held responsible for the loss of data resulting from delays, no-deliveries, or service interruptions sustained or incurred in connection with the use, operation, or inability to use the district's computing and network resources. The district will not be held responsible to parties for any legal action arising from use of such computing and network resources. The district specifically denies any responsibility for the accuracy or quality of information obtained electronically. Use of any information obtained electronically is at the risk of the user.

Definition of Terms

Computer Account: the combination of a user number, user name, or user ID and a password that allows an individual access to a mainframe computer or some other shared computer or network.

Computer Resources: The sum total of all computers, workstations, mainframes, software, cabling, peripherals, networks, accounts, passwords, ID numbers, and data owned or leased by the district.

Data Owner: The individual or department that can authorize access to information, data, or software and that is responsible for the integrity and accuracy of that information, data, or software. The data owner can be the author of the information, data, or software or can be the individual or department that has negotiated a license for the district's use of the information, data, or software.

Information Resources: In the context of these Administrative Regulations, this phrase refers to data or information and the software and hardware that makes that data or information available to users.

Network: A group of computers and peripherals that share information electronically, typically connected to each other by either cable or satellite link.

Normal Resource Limits: The amount of disk space, memory, printing, etc., allocated to your computer account by that computer's system administrator.

Peripherals: Special-purpose devices attached to a computer or computer network--for example, printers, scanners, plotters, etc.

Project Director: Person charged with administering a group of computer accounts and the computing resources used by the people using those computer accounts.

Server: A computer that contains information shared by other computers on a network.

Software: Programs, data, or information stored on any media. Usually used to refer to computer programs.

System Administrator: Staff employed by the district whose responsibilities include system, site, or network administration and staff employed by the Technology Services Department whose duties include system, site, or network administration. System administrators perform functions including, but not limited to, installing hardware and software, managing a computer or network, and keeping a computer operational.

User: Someone who does not have system administrator responsibilities for a computer system or network but who makes use of that computer system or network. A user is still responsible for his or her use of the computer and for learning proper data management strategies.

Regulation BURBANK UNIFIED SCHOOL DISTRICT
approved: June 21, 2007 Burbank, California

Student Use Of Technology

The Governing Board intends that technological resources provided by the district be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. All students using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 - District Technology Plan)

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4040 - Employee Use of Technology)

(cf. 6163.1 - Library Media Centers)

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with this Board policy and the district's Acceptable Use Agreement.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Before a student is authorized to use district technology, the student and his/her parent/guardian shall sign and return the ~~Acceptable Use Agreement~~ Acknowledgement of Rights and Responsibilities form in the Annual Parent Notification Packet. In that agreement, the parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the district and district staff for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on

specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

(cf. 5145.12 - Search and Seizure)

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

(cf. 5125 - Student Records)

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5144 - Discipline)

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

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

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or ~~disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs~~ unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any employee or student by anyone, based on the employee or student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics. This includes political beliefs.

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"

3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Legal Reference:

EDUCATION CODE

49073.6 Student records; social media

51006 Computer education and resources

51007 Programs to strengthen technological skills

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:

6777 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

COURT DECISIONS

New Jersey v. T.L.O., (1985) 469 U.S. 325

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

WEB SITES

CSBA: http://www.csba.org

American Library Association: http://www.ala.org

California Coalition for Children's Internet Safety: http://www.cybersafety.ca.gov

Center for Safe and Responsible Internet Use: http://csriu.org

Federal Communications Commission: http://www.fcc.gov

Federal Trade Commission, Children's Online Privacy Protection: http://www.ftc.gov/privacy/privacyinitiatives/childrens.html

U.S. Department of Education: http://www.ed.gov

Policy BURBANK UNIFIED SCHOOL DISTRICT

adopted: March 17, 2016 Burbank, California

Employee Use Of Technology

ACCEPTABLE USE AGREEMENT -- ~~PERSONNEL~~EMPLOYEE/VOLUNTEER

~~AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES/VOLUNTEERS)~~

The Burbank Unified School District authorizes district employees/volunteers ~~employees/volunteers~~ to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all ~~employees/volunteers~~ employees/volunteers to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that ~~employees/volunteers~~ employees/volunteers may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee/volunteer who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

~~Employee/Volunteer~~ Employee/Volunteer Obligations and Responsibilities

~~Employees/volunteers~~ Employees/volunteers are expected to use district technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee/volunteer, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by ~~an employee/volunteer~~ employees/volunteers as a result of ~~his/her~~ their personal use of district technology.

The employee/volunteer in whose name district technology is issued is responsible for its proper use at all times. ~~Employees/volunteers~~ Employees/volunteers shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

~~Employees/volunteers~~Employees/volunteers ~~-~~shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, ~~employees/volunteers~~ employees/volunteers shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

~~Employees/volunteers~~Employees/volunteers are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. ~~Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive~~ Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any employee or student by anyone, based on the employee or student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics. This includes political beliefs.

2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor

3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee

4. Engage in unlawful use of district technology for political lobbying

5. Infringe on copyright, license, trademark, patent, or other intellectual property rights

6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)

7. Install unauthorized software

8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for use in conducting district business, no ~~employee/volunteer~~ employees/volunteers should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and

distribution and/or investigation of improper, illegal, or prohibited activity. ~~Employees/volunteers~~ Employees/volunteers should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee/volunteer on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If an employee/volunteer uses a personally owned device to access district technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

The following guidelines shall be followed when using personally owned devices to access BUSD resources:

1. Confidential information shall not be stored on mobile devices.

~~Use only BUSD-approved mobile devices to access, receive, or transmit internal BUSD resources and information.~~

2. Keep mobile device operating systems and applications up-to-date with the latest security patches and enable automatic updates.

3. Secure all mobile devices with a strong password and encryption when possible.

4. Install and maintain appropriate endpoint security protection on mobile devices.

~~Implement remote wiping on all mobile devices.~~

5. Report any suspected incident of unauthorized data access ~~or loss or theft of mobile devices~~ immediately to the Director of IT and Education Support.

6. Refrain from forwarding sensitive BUSD information to personal email accounts or to non-BUSD employees.

7. Refrain from leaving mobile devices unattended.

8. Refrain from using mobile devices to text or email while driving.

9. Agree and acknowledge that BUSD will establish audit trails to monitor access to internal BUSD resources and to identify unusual usage patterns or other suspicious activity. Audit trails may be accessed, published, and used without notice.

10. Participate in required training.

Records

Any electronically stored information generated or received by an employee/volunteer which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

Reporting

If an employee/volunteer~~/contractor~~ becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's/volunteer's~~/contractor's~~ access to district technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

~~Employee~~ Employee/Volunteer Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP/AR 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

~~Employee~~ Personnel Name: _____ Position: _____

(Please print)

School/Work Site: _____

Employee / Volunteer (Please Circle)

Signature: _____ Date: _____

~~Volunteer Acknowledgment~~

~~I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district~~

~~technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.~~

~~I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.~~

~~Volunteer Name: _____ Position: _____~~

~~(Please print)~~

~~School/Work Site: _____~~

~~Signature: _____ Date: _____~~

~~Exhibit BURBANK UNIFIED SCHOOL DISTRICT~~

version: ~~March 17, 2016~~ May 2, 2019 Burbank, California

Student Use Of Technology

Exhibit 1

Burbank Unified School District

ACCEPTABLE ~~STUDENT~~ USE ~~OF TECHNOLOGY~~ AGREEMENT - STUDENTS

The Burbank Unified School District authorizes students to use technology owned or otherwise provided by the District along with personal devices for instructional purposes. The use of technology while on campus is a privilege permitted at the District's discretion. It is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. ~~and Appendix A, which accompanies this agreement.~~

The District expects all students to use technology responsibly in order to avoid potential problems and liability. The District may place reasonable restrictions on sites, materials, and/or information that students may access through our system. The District uses technology protection measures to block or filter access, as much as reasonably possible, to visual and written depictions that are obscene, pornographic, or harmful to minors over the network. The District can and will monitor users' online activities and access, review, copy, and store or delete any communications or files and share them with adults as necessary. Users should have no expectations of privacy regarding their use of district equipment, network, and/or internet or files, including email. The above includes any and all personal items used on campus.

With parent/guardian permission, the District will make student e-mail accounts available for all secondary students. Students will be allowed to send e-mails to other district accounts only. Student e-mail accounts will be able to receive e-mails from outside sources allowing students the ability to use educational software and reset passwords. E-mail accounts are provided at the discretion of the District and can be suspended and/or revoked at any time.

For the purpose of this agreement, technology includes, but is not limited to: computers, the District's network (including servers and Wi-Fi), the Internet, e-mail, USB drives, laptops, tablets, phones, and any other electronic device.

~~Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement and Appendix~~

By signing the Acknowledgement of Rights and Responsibilities form in the Annual Parent Notification Packet, you acknowledge that you understand the following:

1. I am responsible for practicing positive digital citizenship. As a representative of this school, I will accept personal responsibility for reporting any misuse of the network to a teacher, administrator, or system administrator. In addition, I agree to the following:
    a. I will practice positive digital citizenship, including appropriate behavior and contributions on websites, social media, discussion boards, media sharing sites, and all other electronic communications, including new technology.
    b. I will be honest in all digital communication.
    c. I understand that what I do and post online must not disrupt school activities or compromise school safety and security.

2. I am responsible for keeping personal information private.
    a. I will not share personal information about myself or others including, but not limited to, names, home addresses, telephone numbers, birth dates.
    b. I will abide by all laws, the Student Acceptable Use Policy, the Student Bring Your Own Device Policy, and all District security policies.

3. I am responsible for my passwords and my actions on District accounts.
    a. I will not share any school or District usernames and passwords with anyone.
    b. I will not access the account information of others.
    c. I will log out of unattended equipment and accounts in order to maintain privacy and security.

4. I am responsible for my verbal, written, and artistic expression.

5. I am responsible for treating others with respect and dignity.
    a. I will not send and/or distribute hateful, discriminatory, or harassing digital communications, or inappropriate texts.
    b. I understand that bullying in any form, including cyberbullying, is unacceptable.

6. I am responsible for accessing only educational content when using District technology or personal technology on the District's network.
    a. I will not seek out, display, or circulate material that is hate speech, sexually explicit, or violent.
    b. I understand that any exceptions must be approved by a teacher or administrator as part of a school assignment.
    c. I understand that the use of the District network for illegal, political, or commercial purposes is strictly forbidden.

7. I am responsible for respecting and maintaining the security of District electronic resources and networks.
    a. I will not try to bypass security settings and filters, including through the use of proxy servers to access websites blocked by the District.
    b. I will not install or use illegal software or files, including copyright protected materials, unauthorized software, or apps on any District computers, tablets, smartphones, or other new technologies.
    c. I will not access the Internet through a personal data plan or hotspot for either district or personal devices.
    d. I will not use the District network or equipment to obtain unauthorized information, attempt to access information protected by privacy laws, or impersonate other users.

8. I am responsible for taking all reasonable care when handling District equipment.
    a. I understand that vandalism in any form is prohibited.
    b. I will report any known or suspected acts of vandalism to the appropriate authority.
    c. I will respect my and others' use and access to District equipment.
    d. If I have received a laptop tablet device to use at home, by accepting the possession of the device I agree to the following.
        i. I understand that it is to be used for school work only and in accordance with the Student Acceptable Use Policy.
        ii. I shall not sell, lease or otherwise grant anyone rights to the device.

iii. I shall adhere to the District's rules and regulations governing the use of the device and software and comply with all applicable copyright and other regulations regarding the software.
iv. I understand that I am responsible for any damage to the device. The District may request the device and software be returned at any time. Upon request by the District or termination of the agreement, I must return the device to the District, in the same condition as on the agreement beginning date, reasonable wear and tear excepted.
v. I agree to accept the device and software "as is." In no event shall the District be liable to me for my use of the device.
vi. I understand that in the event of theft, misuse or carelessness, the device will not be replaced. I understand that if loss or damage occurs while the device is in a car, at my home, or anywhere outside of a district building, I am responsible for any damage, and in case of theft, for filing an official police report and informing my school immediately. I will personally guarantee reimbursement of the replacement cost of the device to the District or I will make arrangements with my school to complete community service hours if the equipment is lost or damaged.

9. I am responsible for respecting the works of others.
    a. I will follow all copyright (http://copyright.gov/title17/) guidelines.
    b. I will not copy the work of another person and represent it as my own and I will properly cite all sources.
    c. I will not download illegally obtained music, software, apps, and other works.

10. Using the district's computing and network resources is a privilege and not a right, and any inappropriate use will result in loss of those privileges. The designated system administrator(s) (operating under the aegis of the Board of Education) will decide what appropriate use is, and their decision is final. The system administrator(s) may close an account at any time deemed necessary. The administration or staff of the district may request the system administrator deny, revoke, or suspend specific user accounts.

11. The district makes no warranties of any kind, whether express or implied, for the service it is providing. The district has no control over the Internet. The district will not be responsible for any damages suffered while on the computer network systems. These damages include, but not are not limited to loss of data or service interruptions caused by the systems or by user errors or omissions. Use of any information gathered from the network systems is at the user's own risk. The district specifically denies responsibility for the accuracy of information obtained through its network services.

12. The information service may occasionally require new registration and account information from you to continue the service. You must notify the information system of any changes in your account information.

BRING YOUR OWN DEVICE POLICY – STUDENT GUIDELINES

The following guidelines explain appropriate use of personally owned mobile devices by students. Please note that classroom teachers make the final decision as to whether or not devices will be allowed to be used in the classroom.

1. Students may possess or use personal electronic signaling devices on school campus provided that such devices do not disrupt the educational program or school activities and are not used for illegal or unethical activities such as cheating on assignments or tests or accessing inappropriate content.

2. The District assumes no responsibility for loss, theft, damage, or maintenance of student owned devices that are brought to school. Students are solely responsible for the security of their own devices.

3. Electronic signaling devices shall be turned off and kept out of sight during class time or at any other time as directed by a school district employee, except where deemed medically necessary or when otherwise permitted by the teacher or administration. No student shall be prevented from using his/her cell phone in case of an emergency, except where that use inhibits the ability of school district employees to effectively communicate instructions for the safety of students.

4. The District assumes no responsibility for data used by students on individual cell plans.

5. Use of electronic devices to record video, pictures, and/or audio (while on campus) is not permitted unless given specific permission by staff member.

6. Students are responsible for bringing fully charged devices to school. Devices cannot be plugged in and left in classrooms or other areas of the school. Teachers and staff are not responsible for devices left in classrooms or other areas of school. Teachers and staff have discretion to allow charging if they deem it to be appropriate.

7. Devices are subject to search by school administration and/or law enforcement when it has been suspected that they have been used in an unlawful manner or there is reasonable suspicion of wrongdoing; such as (but not limited to) cheating on tests, unauthorized recording (audio and/or visual). Otherwise, school district employees will not search a device without the express authorized consent of the student and the student's parent or legal guardian.

8. Students are not permitted to record images, media, or student work without prior consent and authorization from a school administrator or teacher.

9. High school students may use electronic devices during passing periods, nutrition, lunch, and after school provided that they are not oppositional to any of the above policies. Middle school students are only permitted to use devices during class with staff members' permission.

10. Students may not use electronic devices in ways that would disrupt educational or other school activities.

11. Students cannot be required to use their own personal devices. The District expects that teachers will provide other tools for students to use (as required by instruction and equity of access) when personal devices are not available or students choose not to use them.

12. Students may not share their personal electronic devices (for classroom use).

13. Violations of these conditions may result in progressive discipline. If a student's use of an electronic signaling device causes a disruption, a school district employee, on the first offense, may direct the student to turn off the device or reprimand the student. On subsequent offenses, the

employee may confiscate the device and return it to the student at the end of the class period, school day or activity. A student's right to carry such devices may be revoked for subsequent offenses except where deemed medically necessary. Students may be subject to other disciplinary measures when their use of an electronic signaling device violates independent school rules, such as prohibitions on cheating.

~~Student Responsibility~~

~~By initialing and signing this policy, you acknowledge that you understand the following:~~

~~1. I am responsible for practicing positive digital citizenship.~~

~~a. I will practice positive digital citizenship, including appropriate behavior and contributions on websites, social media, discussion boards, media sharing sites, and all other electronic communications, including new technology.~~

~~b. I will be honest in all digital communication.~~

~~c. I understand that what I do and post online must not disrupt school activities or compromise school safety and security.~~

~~2. I am responsible for keeping personal information private.~~

~~a. I will not share personal information about myself or others including, but not limited to, names, home addresses, telephone numbers, birth dates.~~

~~b. I will abide by all laws, this Responsible Use Policy and all District security policies.~~

~~3. I am responsible for my passwords and my actions on District accounts.~~

~~a. I will not share any school or District usernames and passwords with anyone.~~

~~b. I will not access the account information of others.~~

~~c. I will log out of unattended equipment and accounts in order to maintain privacy and security.~~

~~4. I am responsible for my verbal, written, and artistic expression.~~

~~5. I am responsible for treating others with respect and dignity.~~

~~a. I will not send and/or distribute hateful, discriminatory, or harassing digital communications, or inappropriate texts.~~

~~b. I understand that bullying in any form, including cyberbullying, is unacceptable.~~

~~6. I am responsible for accessing only educational content when using District technology or personal technology on the District's network.~~

~~a. I will not seek out, display, or circulate material that is hate speech, sexually explicit, or violent.~~

b. I understand that any exceptions must be approved by a teacher or administrator as part of a school assignment.

c. I understand that the use of the District network for illegal, political, or commercial purposes is strictly forbidden.

7. I am responsible for respecting and maintaining the security of District electronic resources and networks.

a. I will not try to by-pass security settings and filters, including through the use of proxy servers to access websites blocked by the District.

b. I will not install or use illegal software or files, including copyright protected materials, unauthorized software, or apps on any District computers, tablets, smartphones, or other new technologies.

c. I will not access the Internet through a personal data plan or hotspot for either district or personal devices.

d. I will not use the District network or equipment to obtain unauthorized information, attempt to access information protected by privacy laws, or impersonate other users.

8. I am responsible for taking all reasonable care when handling District equipment.

a. I understand that vandalism in any form is prohibited.

b. I will report any known or suspected acts of vandalism to the appropriate authority.

c. I will respect my and others' use and access to District equipment.

9. I am responsible for respecting the works of others.

a. I will follow all copyright (http://copyright.gov/title17/) guidelines.

b. I will not copy the work of another person and represent it as my own and I will properly cite all sources.

c. I will not download illegally obtained music, software, apps, and other works.

10. I am responsible for respecting the works of others.

a. I will follow all copyright (http://copyright.gov/title17/) guidelines.

b. I will not copy the work of another person and represent it as my own and I will properly cite all sources.

11. I will not download illegally obtained music, software, apps, and other works.

REQUIRED SIGNATURES

~~STUDENT USER:~~

~~I understand and will follow the rules and responsibilities for using the computer network. I understand that any violation of these rules and responsibilities will result in the loss of access to the computer, disciplinary action, and appropriate legal action. I also agree to report any misuse of the information system to a supervising teacher, librarian, technology support staff, or administrator. Misuse includes messages sent or received that indicate or suggest pornography, racism, sexism, bullying, threats, inappropriate language, and other issues described above.~~

~~_____ _____~~

~~Student Signature Date~~

~~PARENT OR GUARDIAN:~~

~~As the parent/guardian of (student's name)_____, I have read this contract and understand the use of computers and network resources is designed for educational purposes only. I understand it is impossible for the District to supervise and restrict access to all controversial materials, and I will not hold the District responsible for materials acquired on the network. I also agree to report any misuse of the information system to a district system administrator. Misuse can come in many forms, but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, bullying, threats, inappropriate language, and other issues described above. I understand my child must not bring inappropriate material to school by any means, including electronic or storage devices and understand disciplinary measures will be taken if discovered.~~

~~I hereby give my permission to allow my child access to the school computer network. I certify that the information contained on this form is correct.~~

~~I __ do __ do not give permission for my student to have a student e-mail account.~~

~~Parent/Guardian Name (please print): _____~~

~~_____ _____~~

~~Parent Signature Date~~

~~Consequences for Irresponsible Use/Misuse of District devices and networks may result in restricted access. Failure to uphold the responsibilities listed above is misuse. Such misuse may also lead to disciplinary and/or legal action against students, including suspension, expulsion, or criminal prosecution by government authorities. The District will attempt to tailor any disciplinary action to the specific issues related to each violation. (For more information, see BUL-6399.0, Social Media Policy for Students.)~~

~~The District makes no guarantees about the quality of the services provided and is not liable for any claims, losses, damages, costs, or other obligations arising from use of the network or District accounts.~~

~~APPENDIX A~~

~~BURBANK UNIFIED SCHOOL DISTRICT BYOD POLICY~~

~~The following outlines the Burbank Unified School District's proposal for students participating in a Bring Your Own Device (BYOD) program. The guidelines below explain what is permitted and addresses consequences for non-compliance. Please note that classroom teachers hold the final decision as to whether or not devices will be allowed in a classroom.~~

~~1. Students may possess or use personal electronic signaling devices on school campus provided that such devices do not disrupt the educational program or school activities and are not used for illegal or unethical activities such as cheating on assignments or tests or accessing inappropriate content.~~

~~2. The District assumes no responsibility for loss, theft, damage, or maintenance of student owned devices that are brought to school. Students are solely responsible for the security of their own devices.~~

~~3. Electronic signaling devices shall be turned off and kept out of sight during class time or at any other time as directed by a school district employee, except where deemed medically necessary or when otherwise permitted by the teacher or administration. No student shall be prevented from using his/her cell phone in case of an emergency, except where that use inhibits the ability of school district employees to effectively communicate instructions for the safety of students.~~

~~4. The District assumes no responsibility for data used by students on individual cell plans. Staff will encourage students to log onto the District's Wi-Fi account to access the internet.~~

~~5. Use of electronic devices to record video, pictures, and/or audio (while on campus) is not permitted unless given specific permission by staff member.~~

~~6. Students are responsible for bringing fully charged devices to school. Devices cannot be plugged in and left in classrooms or other areas of the school. Teachers and staff are not responsible for devices left in classrooms or other areas of school. Teachers and staff have discretion to allow charging if they deem it to be appropriate.~~

~~7. Devices are subject to search by school administration and/or law enforcement when it has been suspected that they have been used an unlawful manner or there is reasonable suspicion of wrongdoing; such as (but not limited to) cheating on tests, unauthorized recording (audio and/or visual). Otherwise, school district employees will not search a device without the express authorized consent of the student and the student's parent or legal guardian.~~

~~8. Students are not permitted to record images, media, or student work without prior consent and authorization from a school administrator or teacher.~~

~~9. High school students may use electronic devices during passing periods, nutrition, lunch, and after school provided that they are not oppositional to any of the above policies. Middle school students are only permitted to use devices during class with staff members' permission.~~

~~10. Students may not use electronic devices in ways that would disrupt educational or other school activities.~~

~~11. Students cannot be required to use their own personal devices. The District expects that teachers will provide other tools for students to use (as required by instruction) when personal devices are not available or students choose not to use them.~~

12. Students may not share their personal electronic devices (for classroom use).

13. Violations of these conditions may result in progressive discipline. If a student's use of an electronic signaling device causes a disruption, a school district employee on the first offense may direct the student to turn off the device or reprimand the student. On subsequent offenses, the employee may confiscate the device and return it to the student at the end of the class period, school day or activity. A student's right to carry such devices may be revoked for subsequent offenses except where deemed medically necessary. Students may be subject to other disciplinary measures when their use of an electronic signaling device violates independent school rules, such as prohibitions on cheating.

Violations of these conditions may result in progressive discipline. If a student's use of an electronic signaling device causes a disruption, school administration will have assign progressive discipline for the students.

Bylaw BURBANK UNIFIED SCHOOL DISTRICT

adopted: March 17, 2016 March 2015

Exhibit 2

E(2) 6163.4

STUDENT USE OF TECHNOLOGY

Burbank Unified School District

ACCEPTABLE USE OF TECHNOLOGY AGREEMENT

FOR MIDDLE SCHOOL PUPILS, 6-8, AND HIGH SCHOOL PUPILS, 9-12

Student's Name _____ School Year: _____

In exchange for the use of the district's computing and network resources, the following agreement will apply. Portions of this agreement has been written using age appropriate language so that they may be more easily understood by students. Notwithstanding the language or descriptions used in this agreement, Board Policy 6163.4, and Administrative Regulation, govern the use of district computing and network resources. Prior to signing this agreement, users (and in the case of a minor, a parent/guardian) must read, understand, and agree to abide by the provisions of Board Policy 6163.4 and Administrative Regulation. By signing this agreement, users (and in the case of a minor, a parent/guardian) agree to abide by the provisions of Board Policy 6163.4 and Administrative Regulation.

The District is pleased to announce Internet electronic information services are available to students in our district who qualify as a result of participation in an orientation or training course. The district strongly believes in the educational value of such electronic services and recognizes the potential of such to support our curriculum and student learning in our district. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation and communication. The district will make every effort to protect students and teachers from any misuses and abuses as a result of their experiences with an information service. All users must be on guard continuously to avoid inappropriate or impermissible activity with information services.

Please read this contract carefully. When signed by the student and, if appropriate, his or her parent/guardian, it becomes a legally binding contract. Students must read and initial each section and page of the contract where indicated. Both the student and the parent/guardian (if the student is under 18) must sign this contract before the district can provide the student with an account and access to the Internet.

Listed below are the provisions of this contract. If any user violates these provisions, access to the district's computing and network resources will be denied and the student may be subject to disciplinary action. In addition, all users should be aware that inappropriate use of electronic information resources can be a violation of local, state, and federal laws. Violations can lead to prosecution.

TERMS AND CONDITIONS

1. Personal Responsibility

I understand and take complete responsibility for using the computer network correctly. As a representative of this school, I will accept personal responsibility for reporting any misuse of the network to the systems administrator. In addition, I agree to the following:

a. No inappropriate language will be used on the computer network

b. Misuse can come in many forms, but it is commonly viewed as any message(s) sent or received that indicates or suggests pornography, unethical or illegal solicitation, racism, sexism, bullying, threats, inappropriate language, and other issues described below

c. No pictures or text that are personal or private, including looking at or sharing private information about staff members or students, should be used

d. All misuse of the computer network must be reported to a teacher or administrator.

I have read and understand this provision. Initial____

2. Acceptable Use

I will use all school computers for educational purposes and for completing classroom projects, research, and assignments. I am personally responsible for this provision at all times when using electronic information services.

a. Anything copied must be done correctly; credit must be given to the author

b. I will not try to buy, sell, or advertise anything on the school network

c. I may use the school's computers only for learning more about classroom activities

d. I will only use my computer account and will not use another person's account

e. I will not let anyone else use my computer account

f. Use of other organization's networks or computing resources must comply with rules appropriate to that network

g. Transmission of any material in violation of any laws, rules, or regulations is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret

h. Use of commercial activities by for-profit institutions is generally not acceptable

i. Use of product advertisement or political lobbying is also prohibited

I am aware that inappropriate use of electronic information resources can be a violation of local, state, and federal laws and I can be prosecuted for violating those laws.

I have read and understand this provision. Initial____

3. Privileges

Using the district's computing and network resources is a privilege and not a right, and any inappropriate use will result in loss of those privileges. The designated system administrator(s) (operating under the aegis of the Board of Education) will decide what appropriate use is, and their decision is final. The system administrator(s) may close an account at any time deemed necessary. The administration or staff of the district may request the system administrator deny, revoke, or suspend specific user accounts.

I have read and understand this provision. Initial____

4. Network Etiquette and Privacy

Users of the computer network are expected to follow the accepted rules of network etiquette. These rules include (but are not limited to) the following:

a. Be polite - Never send, or encourage others to send, abusive or inappropriate messages

b. Use appropriate language - Remember you are a representative of your school and the district, and you are using a non-private system

c. Privacy - Do not give your or anyone else's home address, phone number, or other personal information to others

d. E-Mail - Electronic mail can be read by anybody. Privacy of e-mail cannot be guaranteed

e. Disruptions - Do not use the network in any way that disrupts use of the network by others

f. Other considerations:

(1) Be brief - Few people will bother reading long messages

(2) Write messages correctly, with appropriate spelling and grammar usage

(3) Do use accurate and descriptive titles for your articles - Tell people what it is about before they read it

(4) Do remember humor is very often misinterpreted

(5) Do get the most appropriate audience for your message, not the widest audience

(6) Do post only to groups you know

(7) Do remember if you post to multiple groups, specify all groups in a single message

(8) Do cite references for any facts presented

(9) Do remember that all network users are human beings. Don't "attack" correspondents; persuade them with facts

(10) Keep signatures brief.

I have read and understand this provision. Initial____

5. Services

The district makes no warranties of any kind, whether express or implied, for the service it is providing. The district has no control over the Internet. The district will not be responsible for any damages suffered while on the computer network systems. These damages include, but not limited to loss of data or service interruptions caused by the systems or by user errors or omissions. Use of any information gathered from the network systems is at the user's own risk. The district specifically denies responsibility for the accuracy of information obtained through its network services.

I have read and understand this provision. Initial____

6. Security

Security on any computer system is a high priority because there are so many users. If you identify a security problem, notify the system administrator at once. Never demonstrate the problem to other users. Never use another individual's account. Any user identified as a security risk will be denied access to the information system.

I have read and understand this provision. Initial____

7. Vandalism

I will not harm or change any of the equipment, software, or messages belonging to another. Vandalism is defined as any intentional attempt to harm or destroy the equipment, software, or data of another user or any other agency or network that are connected to the system. This includes, but is not limited to, the uploading, installation, or creation of computer viruses, filter avoidance programs (proxy), key logging devices or programs, non-instructional programs, tampering of systems, or other similar activities. Vandalism also includes damage to hardware and software. Any vandalism will result in the loss of computer services, disciplinary action, and possible referral to law enforcement.

I have read and understand this provision. Initial____

8. Updating

The information service may occasionally require new registration and account information from you to continue the service. You must notify the information system of any changes in your account information.

I have read and understand this provision. Initial____

REQUIRED SIGNATURES

STUDENT USER:

I understand and will follow the rules and responsibilities for using the computer network. I understand that any violation of these rules and responsibilities will result in the loss of access to the computer, disciplinary action, and appropriate legal action. I also agree to report any misuse of the information system to a supervising teacher, librarian, technology support staff, or administrator. Misuse includes messages sent or received that indicate or suggest pornography, racism, sexism, bullying, threats, inappropriate language, and other issues described above.

Student Signature Date

PARENT OR GUARDIAN:

As the parent/guardian for_____, I have read this contract and understand

(Please enter student's name)

the use of computers and network resources is designed for educational purposes only. I understand it is impossible for the district to supervise and restrict access to all controversial materials, and I will not hold the district responsible for materials acquired on the network. I also agree to report any misuse of the information system to a district system administrator. Misuse can come in many forms, but can be viewed as any messages sent or received that indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, bullying, threats, inappropriate language, and other issues described above. I understand my child must not bring inappropriate material to school by any means, including electronic or storage devices and understand disciplinary measures will be taken if discovered.

I hereby give my permission to allow my child access to the school computer network. I certify that the information contained on this form is correct.

Parent/Guardian Name (please print):

Parent Signature Date

Exhibit BURBANK UNIFIED SCHOOL DISTRICT

version: June 11, 2009 Burbank, California

~~Exhibit 3~~

~~E(3) 6163.4~~

~~STUDENT USE OF TECHNOLOGY~~

~~Burbank Unified School District~~

~~ACCEPTABLE USE OF TECHNOLOGY AGREEMENT~~

~~FOR ADULT SCHOOL STUDENTS~~

~~Student's Name School Year:~~

~~In exchange for the use of the district's computing and network resources, the following agreement will apply. Notwithstanding the language or descriptions used in this agreement, Board Policy 6163.4, and Administrative Regulation govern the use of district computing and network resources. Prior to signing this agreement, users must read, understand, and agree to abide by the provisions of Board Policy 6163.4 and Administrative Regulation. By signing this agreement, users agree to abide by the provisions of Board Policy 6163.4 and Administrative Regulation.~~

~~Internet electronic information services are available to students in the district who qualify as a result of participation in the Adult School instructional program. The district strongly believes in the educational value of such electronic services and recognizes the potential of such to support our curriculum and student learning in our district. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation and communication. The district will make every effort to protect students and teachers from any misuses and abuses as a result of their experiences with an information service. By signing this agreement, you agree to not misuse or abuse electronic information services provided by the school district. Furthermore, by signing this agreement, you agree that as a user, you must avoid inappropriate or impermissible activity with information services.~~

~~Listed below are the provisions of this contract. Please read the contract carefully. If any user violates these provisions, access to the district's computing and network resources will be denied and you may be subject to disciplinary action. In addition, all users should be aware that inappropriate use of electronic information resources can be a violation of local, state, and federal laws. Violations can lead to prosecution. When signed by you, it becomes a legally binding contract. Students must read and initial each section and page of the contract where indicated, before the district can provide you with an account and access to the Internet.~~

~~TERMS AND CONDITIONS~~

~~1. Personal Responsibility~~

~~I understand and take complete responsibility for using the computer network correctly. As a representative of this school, I will accept personal responsibility for reporting any misuse of the network to the systems administrator. In addition, I agree to the following:~~

~~a. No inappropriate language will be used on the computer network~~

b. Misuse can come in many forms, but it is commonly viewed as any message(s) sent or received that indicates or suggests pornography, unethical or illegal solicitation, racism, sexism, bullying, threats, inappropriate language, and other issues described below

c. No pictures or text that are personal or private, including looking at or sharing private information about staff members or students, should be used

d. All misuse of the computer network must be reported to a teacher or administrator.

I have read and understand this provision Initial____

2. Acceptable Use

The use of my assigned account must be in support of education and research and with the educational goals and objectives of the district. I am personally responsible for this provision at all times when using the electronic information service.

a. Anything copied must be done correctly; credit must be given to the author

b. I will not try to buy, sell, or advertise anything on the school network

c. I may use the school's computers only for learning more about classroom activities

d. I will only use my computer account and will not use another person's account

e. I will not let anyone else use my computer account

f. Use of other organization's networks or computing resources must comply with rules appropriate to that network

g. Transmission of any material in violation of any laws, rules, or regulations is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secrets.

h. Use of commercial activities by for-profit institutions is generally not acceptable.

i. Use of product advertisement or political lobbying is also prohibited.

I am aware that the inappropriate use of electronic information resources can be a violation of local, state, and federal laws and that I can be prosecuted for violating those laws.

I have read and understand this provision. Initial____

3. Privileges

Using the district's computing and network resources is a privilege and not a right, and any misuse of the network must be reported to the systems administrator. Before anyone receives an account, she/he will participate in a discussion with a district staff member as to proper behavior and use of the network. The designated system administrator(s) (operating under the aegis of the Board of Education) will decide what

~~appropriate use is, and their decision is final. The system administrator(s) may close an account at any time deemed necessary. The administration, staff, or faculty of the district may request that the system administrator deny, revoke, or suspend specific user accounts.~~

~~I have read and understand this provision. Initial____~~

~~4. Network Etiquette and Privacy~~

~~Network users are expected to abide by the generally accepted rules of network etiquette. These rules include (but are not limited to) the following:~~

~~a. Be polite - Never send, or encourage others to send, abusive or inappropriate messages~~

~~b. Use appropriate language - Remember you are a representative of your school and the district, and you are using a non-private system~~

~~c. Privacy - Do not give your or anyone else's home address, phone number, or other personal information to others~~

~~d. E-Mail - Electronic mail can be read by anybody. Privacy of e-mail cannot be guaranteed~~

~~e. Disruptions - Do not use the network in any way that disrupts use of the network by others~~

~~f. Other considerations:~~

~~(1) Be brief - Few people will bother reading long messages~~

~~(2) Write messages correctly, with appropriate spelling and grammar usage~~

~~(3) Do use accurate and descriptive titles for your articles - Tell people what it is about before they read it~~

~~(4) Do remember humor is very often misinterpreted~~

~~(5) Do get the most appropriate audience for your message, not the widest audience~~

~~(6) Do post only to groups you know~~

~~(7) Do remember if you post to multiple groups, specify all groups in a single message~~

~~(8) Do cite references for any facts presented~~

~~(9) Do keep signatures brief~~

~~(10) Do remember that all network users are human beings. Don't "attack" correspondents; persuade them with facts~~

~~(11) Keep signatures brief.~~

I have read and understand this provision. Initial____

5. Services

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Security on any computer system is a high priority because there are so many users. If you identify a security problem, notify the system administrator at once. Never demonstrate the problem to other users. Never use another individual's account. Any user identified as a security risk will be denied access to the information system.

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I will not harm or change any of the equipment, software, or messages belonging to another. Vandalism is defined as any intentional attempt to harm or destroy the equipment, software, or data of another user or any other agency or network that are connected to the system. This includes, but is not limited to, the uploading, installation, or creation of computer viruses, filter avoidance programs (proxy), key logging devices or programs, non-instructional programs, tampering of systems, or other similar activities. Vandalism also includes damage to hardware and software. Any vandalism will result in the loss of computer services, disciplinary action, and possible referral to law enforcement.

I have read and understand this provision. Initial____

8. Updating

The information service may occasionally require new registration and account information from you to continue the service. You must notify the information system of any changes in your account information.

I have read and understand this provision. Initial____

REQUIRED SIGNATURE

STUDENT/USER:

I understand and will abide by the provisions and conditions of this contract. I understand that any violations of the above provisions may result in disciplinary action, the revoking of my user account, and appropriate legal action. I also agree to report any misuse of the information system to the district system administrator. Misuse can come in many forms, but can be viewed as any messages sent or received that

~~indicate or suggest pornography, unethical or illegal solicitation, racism, sexism, bullying, threats, inappropriate language, and other issues described above.~~

~~Student Signature~~

~~Date~~

~~Exhibit BURBANK UNIFIED SCHOOL DISTRICT~~

~~version: June 11, 2009 Burbank, California~~

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	May 16, 2019
SUBJECT:	Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions

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Background:
Recognizing both the financial hardship of Burbank Unified School District, and the need to serve students and effectively run the District and site operations, the Board of Education approved a tiered hiring freeze at the August 2, 2018 Board meeting with Tier 2 positions requiring Board approval.

Discussion/Issues:
The attached document lists all Tier 2 vacant positions not yet approved by the Board of Education as well as justification for each position. The positions listed are recommended by the Superintendent to be filled.

Financial Implications:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and Management positions, effective May 17, 2019, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES SERVICES
APPROVAL OF TIER 2 VACANT POSITIONS
Board Meeting Date: May 16, 2019

Position	Location	FTE	New/ Replacement	Cert/Class	Tier	Rationale	Cost
Counselor	Burbank High School	1	Replacement	Certificated	2	Burbank High School has 2,557 students, 41% of whom are socio-economically disadvantaged, 10% of whom have IEPs and our counselors carry caseloads of over 500 students. LCAP provides for an intervention counselor who has a reduced and specific case-load and according to LCAP cannot have students outside of a very limited scope. Distributing the current caseload without having 5 comprehensive counselors and one intervention counselor would inhibit our ability to adhere to the district counseling master plan and the requirements therein. We are unable to function at the high level of service our students and families are in need of without maintaining our current level of staffing for counselors.	$120,267
Instructional Assistant - English Language Development	Miller Elementary	0.6875	Replacement	Classified	2	The Instructional Assistant -ELD assists with administering the state mandated ELPAC test to the students, helps screen the students for the ELD summer school, and most importantly provides academic support to students in Grades K-5 in our RTI program during the school year. This person works with targeted small groups of students in each of the grade levels to reinforce what the teacher has taught during the designated RTI time. Additionally, the person in this position works with the teacher and targeted English Learner students who are not making progress during the RTI time during the school day to provide additional academic support either before and/or after school. This position is vital to the continuing success of the progress made by our English Language Lerner students.	$27,830
Grounds Technician	Facilities Services	1	Replacement	Classified	2	There are currently two Grounds Technicians that support eight sites. Not filling this position would result in one Grounds Technician supporting all of the sites. Additionally, schedules would need to be rotated to provide adequate support. This position is vital to help with the backlog.	$56,807

BURBANK UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES SERVICES
APPROVAL OF TIER 2 VACANT POSITIONS
Board Meeting Date: May 16, 2019

Position	Location	FTE	New/ Replacement	Cert/Class	Tier	Rationale	Cost
Maintenance Leadperson	Facilities Services	1	Replacement	Classified	2	The Maintenance Leadperson helps schedule, assign and give work direction in the fields of Plumbing, Carpentry, Painting, Glazing, Concrete finishing and Vehicle Maintenance. This person also helps in ordering materials and supplies necessary to complete jobs. Under the direction of the Trades Supervisor, the Maintenance Leadperson consults and communicates with outside contractors to develop solutions to maintenance problems; confers with the Trades Supervisor regarding maintenance problems and helps reserach solution/fixes to the problem; inspects and monitors the projects to ensure that safe and proper regulations are being followed.	$83,667

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	May 16, 2019
SUBJECT:	Acceptance of Gifts

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

a. California Pizza Kitchen wishes to donate to the District $139.05 to be used to pay for expenses associated with the graduation ceremony at Burbank High School.

b. Yalla Mediterranean, LLC, wishes to donate to the District $201.35 to be used to pay for expenses associated with the graduation ceremony at Burbank High School.

c. The Roosevelt Elementary School Boosters wish to donate to the District $676 to be used to pay for costs associated with the fifth-grade pool party at Roosevelt Elementary School.

d. Heal the Bay wishes to donate to the District $700 to be used to pay for field trip transportation to the Santa Monica Pier Aquarium for students at Miller Elementary School.

e. The Bret Harte Booster Club wishes to donate to the District $21,964.93 to be used to pay for expenses associated with the Outdoor Science School program at Bret Harte Elementary School.

f. The Bret Harte Elementary PTA wishes to donate to the District $676 to be used to pay for costs associated with the fifth-grade pool party at Bret Harte Elementary School.

g. The Team Jaguar Miller Elementary Boosters wish to donate to the District $5,000 to be used to pay consultant fees for performing arts workshops for students at Miller Elementary School.

h. The Emerson Stars Booster Club wishes to donate to the District $1,725.27 to be used to pay for fifth-grade party and transportation expenses for students at Emerson Elementary School.

i. The C.O.O.L. Foundation of Edison Elementary School wish to donate to the District $3,057.50 to pay for emergency transportation for students, staff, and volunteers participating in Edison Elementary School's Outdoor Science School.

j. The BHS Instrumental Music Association wishes to donate to the District $9,595 to pay for coaches for IMA students at Burbank High School.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 2, 2019

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Roberta Reynolds
Armond Aghakhanian (arrived at 6:12 p.m.)
Steve Frintner
Charlene Tabet
Steve Ferguson

STUDENT BOARD MEMBERS PRESENT:
Megan Rangel-Lynch, John Burroughs High School
Aleko Brice, Burbank High School

STUDENT BOARD MEMBERS ABSENT:
Ethion Flores, Monterey High School

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Instructional Services; David Jaynes, Assistant Superintendent, Administrative Services; Tom Kissinger, Assistant Superintendent, Educational Services; and Sarah Niemann, Assistant Superintendent, Human Resources.

1. CALL TO ORDER

The Closed Session was called to order at 6:06 p.m. by Board President Reynolds.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

There was no one present who wish to address the Board. The Board adjourned to Closed Session at 6:07 p.m.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

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

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

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

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

3.e Report on Findings by Administrative Hearing Panel Under Education Code Section 48900(a1)
The Board of Education met in closed session, pursuant to Education Code Section 48900(b), 48915(c2) and 48915(b1&2), to consider the recommendation of the Administrative Hearing Panel for expulsion of Student 960020039, as presented in Confidential Exhibit 3e.

Confidential Exhibit (O.F. # 27,455)

3.f Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Student 960033599

Confidential Exhibit (O.F. # 27,456)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:08 p.m. Retired teacher Linda Walmsley, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Reynolds reported that items 3a through 3f were for discussion only, with no action taken.

6. ADJUSTMENTS TO THE AGENDA

David Jaynes requested item 13o pulled from the agenda.

7. ITEMS FOR FUTURE AGENDAS

Member Ferguson requested a resolution regarding fundraising restrictions for Booster Clubs to address program equity and the budget cuts.

President Reynolds announced the passing of long-time retired Director of Child Care Programs Goldie Bemel and expressed condolences to her family and friends. She also announced that tonight's meeting would be adjourned in her memory.

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of the Burbank-Glendale-Pasadena Airport Authority Student Art Tower Banner Contest Winners

Sharon Cuseo, Assistant Superintendent, Instructional Services, facilitated the recognition and introduced Lucy Burghdorf, Director of Public Affairs and Communications, Hollywood Burbank Airport, who recognized the finalists from the Burbank-Glendale-Pasadena Airport Authority Student Art Tower Banner Contest: First Place - Nazeli Khodaverdyan, Burbank High School; Second Place - Kamau Samaroo, Burbank High School; Third Place - Matthew Ramirez, Burbank High School, and present a donation to the District's Arts for All Program for their participation.

Lucy Burghdorf provided background information regarding the Student Tower Banner Contest. The artwork is displayed for one year. This is an annual contest for the past twelve years. She then introduced the first place winner - Nazeli Khodaverdyan, BHS; second place - Kamau Samaroo, BHS; third place - Matthew Ramirez, BHS was not present. Ms. Bughdorf then presented a check to the District in the amount of $3,000 to be used to enhance the arts programs and said that to date the District has been awarded $31,500. She announced that 103 entries from Burbank had been submitted and thanked Daniel Daniel Swartz, Jonelle Pickett, James Bentley, and the Board for supporting the program.

President Reynolds said that she was delighted to see the program continue as she and the program started in 2007 and thanked the Airport Authority for the continued support.

8.b Recognition of the 2018-2019 Math Field Day Participants

Peter Knapik, Director, Elementary Education, facilitated the recognition and introduced the District's 2018-2019 Los Angeles County of Education Math Field Day participants as well as the teachers and volunteers who helped make this event successful for the students.

Peter Knapik facilitated the presentation and provided background information regarding the preparation process and the two recently held competitions. He thanked retired teacher Pat Ballew for working with third grade students, Cynthia Faust, and Georgine Archer for their support, as they were key contributors to the success of the program. He then introduced the teachers/coaches: Jim Czerwinski, Julie Barnhart, Barbara Perry, Jean Marinelli, and Sheryl Hambro. He reported that the 6th grade score was top of the County. The gold level was for 8th grade for conceptual understanding. Gold medal for problem solving was awarded to the 7th grade team and Problem solving silver medal was awarded to the sixth grade team. The students were introduced by their coaches starting with grade 4: Ava Fritz, David Hadi, Bhavye Chauhan, Agrav Thakur, and Ezekiel Canto; 5th grade: Daniel Slaughter, Corbin Powell, Krishna Tyagi, Renu Dommell, and Nicholas Shi, 6th grade: Joseph Tanner, Anjena Raja, Robert Snyder, and Dlya Patel; 7th Grade: Ryan Francisco, Ciaran Turner, Nana Bhambi, Zachary Ducore, Arno Dionysian; and 8th grade: Diego Perez, Lillian Raesler, Maggie Roberts, Sofia Bacalzo, and Reece Adams. Dr. Knapik thanked the students and the parents and congratulated all the students.

President Reynolds congratulated all the students and said that May is a great month because accomplishments are celebrated throughout the District.

8.c Recognition of the 2018-2019 Student Board Members

Roberta Reynolds, President, Board of Education, recognized the 2018-2019 Student Board Members: Aleko Brice, Burbank High School; Megan Rangel-Lynch, John Burroughs High School; and Ethion Flores, Monterey High School.

Member Tabet said that they were exceptional and she enjoyed their extraordinary work. She invited them to come back later to share their accomplishments after college.

Member Ferguson was excited for their future, as they were the highlight of the meeting. They had the best interest of students, as they were able to move District policy, which has not been done before. He congratulated them and invited them to come back and share their accomplishments.

Clerk Frintner was impressed with their advocacy and for trying to make a difference. He said that they did a fantastic job to fulfill their obligation.

Vice President Aghakhanian thanked them for their impact for generations to come. He said that the world was theirs and invited them to come back to visit.

President Reynolds was honored to have served with them as they contributed so much during their tenure. It had been a wonderful experience to know them.

8.d Presentation of Donations from Burbank Arts for All Foundation, Burbank Educational Foundation, Chuck Lorre Family Foundation, and the Roosevelt Elementary School Booster Organization

Matt Hill, Superintendent, introduced representatives from the Burbank Arts for All Foundation, Burbank Educational Foundation, Chuck Lorre Family Foundation, and the Roosevelt Elementary School Booster Organization, who presented the Board of Education with a donations in support of the Burbank Unified School District.

Superintendent Hill said that tonight was an opportunity to celebrate the community and foundations and to rally together to save programs that are facing potential cuts. He announced that the Chuck Lorre Family Foundation had granted an award to be presented at an upcoming meeting. In the past, the Foundation had granted $250,000 though a creation of a new program - The Young Shelton STEM Initiative. They contributed an additional $65,000 in collaboration with the Roosevelt Booster Club to be able to retain the third music teacher expected to be cut. The Burbank Arts for All Foundation were the first to donate $100,000, which was unprecedented for the City of Burbank, The Burbank Educational Foundation raised an additional $80,000 and the Roosevelt Booster Club donated $25,000 to be able to save all three elementary music teachers. It was an amazing accomplishment for the community. It’s sad and depressing that we have to beg and borrow funding, but inspiring and uplifting at the same time and said that this is a community effort.

Burbank Arts for All Foundation Co-Chair Tom Vice and Executive Director Trena Pitchford spoke in support of the music program. In February 2019 the Foundation donated $100,000 and presented the check to the Board. The Foundation was also able to change the annual Gala to save on direct expenses and reported that they already raised over $100,000 against the goal of $200,000 and encouraged donations. He then announced the upcoming Community Exchange event and invited participation. The Foundation is committed to work with the District in years to come.

Burbank Educational Foundation Board of Directors Ana Connell, Amy Kamm, Debbie Kukta, and Eric Carter were present. Ana Connell was incredibly grateful to the teachers who teach our students and for the community and announced that the $140,000 would be donated to the District and invited the community to continue to donate. It has been a collaborative process and thanked everyone for supporting the Foundation.

Retired Teacher Linda Walmsley introduced Roosevelt Elementary Booster Club President Krista Zempino, who presented the remaining $25,000 on behalf of Roosevelt Elementary School.

President Reynolds thanked everyone for coming together after the failure of Measure QS and for immediately jumping in to say "we can do this." She thanked all the Foundations members present for working together towards a common goal.

9. REPORTS FROM THE BOARD

9.a Student Representatives

Megan Rangel-Lynch, JBHS; Ethion Flores, MHS; and Aleko Brice, BHS; reported on activities at their respective schools.

Student Board Member Rangel-Lynch thanked the Board for the opportunity to represent her school. She felt that it was interesting to see the behind the scenes and the passion that goes into each item/issue discussed. She was also excited about the collaboration with the community. She then introduced next year's ASB President and Student Board Member Madeline (Mattie) Medina. Mattie was looking forward to serving as a Student Board Member ASB and would like to continue the positive collaboration between the Board and John Burroughs High School.

Student Board Member Brice also thanked each Board Member and Superintendent Hill individually and reflected on his experience and relationship with the Board. He thanked them for their support, for listening to his ideas, for providing advice, and for encouraging him to share his opinions. He then announced that Sarkis TerPetrossyan was the BHS representative for next year.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications

Ken Adams, Resident and SFOC applicant was called to speak. He provided his experience, background, and some of the organizations he volunteers in such as the City of Burbank. He has been in the classroom as a substitute teacher and felt that with his experience and knowledge he can be an asset for the SFOC.

Lucila O'Neil, Parent, McKinley, was called to speak. She has been an advocate to bring back Outdoor Science School to McKinley Elementary School. She was excited to learn that there is a possibility that Outdoor Science will be offered in 2019-2020; however, there seems to be a lot of confusion between the teachers, principal, and District staff. She asked that correct communication regarding this topic be sent to parents as soon as possible.

10.b Staff Responses

Superintendent Hill thanked Ken Adams for sharing his background and explained the selection process. He announced that the Board would take action at the next Board meeting. He provided an update to parent Lucila O'Neil. The confusion with the information from McKinley was due to real time communication. For several year’s 5th grade students have received a different Outdoor Science experience. Since, principal Liz Costella and staff have been working together to find new venues, locations, and funding. Today the site was informed that a location and dates was available. When he replied to Ms. O'Neil staff had not been informed. Ms. Costella's email came at the end of the day, which was the reason for the confusion. He then explained the process and noted that he wanted to ensure that parents were aware of the approval process, which needs to be approve by the Board at an upcoming meeting. Parents and staff were happy and were moving forward to the next phase to provide Outdoor Science School for McKinley students.

10.c Board Members' Comments and Responses

Member Tabet has been advocating to non-Outdoor Science Schools to plan Outdoor Science School as she felt that it is not equitable for those students who do not receive the same educational experience. She was excited to hear the news and thanked Ms. Costella, staff, the parents, and Superintendent Hill for making it a reality. She thanked Ken Adams for speaking and said that the School Facilities Oversight Committee was a great committee to see the phenomenal bond projects. She attended the EdWalk and had a great time. It was a pleasant experience to have a casual conversation with the community. She attended Top Dog event, BHS Awards, and Scholarship Awards. She then announced the upcoming naming of the Kemp-Kallem Field and noted that not a penny of the cost would be charged to District funds instead it would be from donations.

Member Ferguson thanked Ken Adams for serving on the City's Community Block Grant Committee, as it was not an easy committee and thanked him for his interest in the School Facilities Oversight Committee. He thanked parent Lucila O'Neil for her advocacy and the McKinley staff for getting closer to a reality for students moving forward. He thanked John Paramo Sharon Cuseo and the Zonta Club for working together on sex trafficking curriculum, which is an issue that affectes all communities. They were working together to identify the curriculum and to present it the Board for approval. Early discussions with PTA has also taken place to provide parent education to raise awareness and thanked the Zonta Club and staff. He and Superintendent Hill had the privilege to judge Roosevelt's Science Fair in Cheryl Hambro classroom. He attended the Senior Awards at Burbank High School and shared that he was touched by community members who provided scholarships for a loved one to try to keep their legacy alive was a touching moment and he congratulated the recipients.

Clerk Frintner thanked Ken Adams for speaking, as the SFOC was an important committee and thanked for his previous service and he was looking forward to reviewing the applications. He thanked Lucila O'Neil for her comments and agreed with Member Tabet about advocating for OSS at all elementary schools. It was an inspiring and invigorating night with the student and community presentations. He commented on the recent Awareness Campaign event to share with the community the needs for the District, which was positive moment and thanked everyone for the support. He attended the Senior Awards and congratulated Student Board Member Aleko Brice as he was honored as a Top Dog. He commented on the District's NAF Academies Program, which was successful due to community volunteers and congratulated his wife Mary Frintner for her participation and the students for engaging on her presentation.

Vice President Aghakhanian attended the Special Education Local Plan Area (SELPA) along with parent Jacob Drew and Foothill SELPA's Susan Dunbar at the 2019 Legislative Sharing Day where parents and educators from across California joined in Sacramento to advocate for special education improvements in public schools. Legislative Information Sharing Day is an annual event sponsored by the SELPA Administrators of California that brings educational leaders, parents, and students to the State Capitol to share their stories and support for proposed legislation that will improve special education. Two bills are facing legislation focusing on family empowerment centers (AB 2704) and equalization (AB 3136) of special education funding in the state. He participated in the blue ribbon ceremony at Glendale College on early childhood education along with other noted legislators and speakers. He attended the Armenian National Committee Annual Gala and was honored that Congressman Adam Schiff attended. He congratulated the students, honorees, and volunteers for highlighting the artwork, math coaches, and he was happy to see the community donations to support District programs.

President Reynolds thanked Ken Adams for his passion as she was looking forward to reviewing the SFOC applications and Lucila O'Neil for advocating for Outdoor Science at McKinley. She thanked all the teachers for participating as it was a tremendous commitment and she appreciated their efforts. She thanked Member Tabet for announcing the naming of the Kamp-Kellem Field and Dr. Randy Arrington for successfully raising funds for this event along with classmate Cindy Barcus-Aylward. The recent EdWalk was a great event. She announced the May event might need to be canceled due to conflicts with Relay for Life. Member Ferguson suggested that the EdWalk take place during Relay for Life and invited the community to participate. She attended the Armenian National Community Banquet, which was a great event. She then announced the Burbank Adult School course offerings and encouraged the community to enroll. She thanked everyone for participating in the Awareness Campaign and reminded the audience to participate in Ed100 to learn more about public education.

Board Member Rangel-Lynch made contact with people during the Awareness Campaign walk and said that residents that do not have children in school were hesitant to take the information and suggested that those residents be informed.

Student Board Member Brice said that he had not seen the BAS brochure and asked if the brochures can be sent to the high schools for students to share with parents.

11. REPORTS TO THE BOARD

11.a Superintendent's Comments

Superintendent Hill announced the upcoming Study Session to discuss the Goals and the LCAP on May 8 at 7:00 p.m. at the District Office. Tonight highlighted the ambitious goals to honor and support amazing students and support staff. He has spent time in the classroom, which was invigorating as he tries to navigate through the District's financial situation. He attended the Dual Immersion program partnership between Disney Elementary School and JBHS students where the students met with their pen pals for their first time and the many planned activities in collaboration with teachers, parents, and students as well as Open House. He encouraged the community to connect with the District on May 8 to help set the goals to envision the future. He thanked Jim Darcy, Owner, Copy Central, who donated 20,000 flyers for the recent Awareness Campaign and thanked everyone who participated, but specially Senator Anthony Portantino for his leadership and advocacy in public education. He encourage fighting for every single dollar to continue to meet the needs of all students. He then announced the upcoming May 22 CTA's Red for Education Day which is a joint rally to fight for public education and build awareness. He encourage participation on this important Day in Sacramento.

11.b First Reading of the BUSD Cybersecurity Guide

David Jaynes, Assistant Superintendent, Administrative Services, facilitated the Board's first reading of the BUSD Cybersecurity Guide, as presented.

First Reading_BUSD_Cybersecurity Guide_050219.pdf (O.F. # 27,457)

David Jaynes introduced Roberto Jurado. Mr. Jurado reported that in January 2019 RSM completed an Information Systems Security Review for the District, which was a service provided through the West San Gabriel Liability and Property JPA. The recommendations included development of a risk management policy; a data classification policy; a cybersecurity awareness-training program; an incident response plan, and an information security audit policy. In October 2018, the District entered an agreement with CliftonLarsonAllen to create a Cybersecurity Guide to serve as a framework. These policies will not immediate address all the concerns from the RSM audit, but serve as a roadmap to completing large and time consuming projects. The audit will consist of an annual review to test security programs on an annual basis. The audit will be a living document and will be shared with the Technology Sub-Committee, the School Facilities Oversight Committee and presented to the Board on the annual basis as the District tries to meet the requirements.

Member Ferguson was excited to see the new Guide as this was a real issue among school districts. Awareness and data management was critical and he was happy to know that annual reviews will be taking place. He then thanked Mr. Jurado and for his leadership and other staff who collaborated on this project.

Clerk Ferguson agreed with Member Ferguson. He was happy to know that this was a living document and thanked him for his work and dedication.

President Reynolds was excited to see this happen as she personally experience a cyber-attack with her employer. She felt that prevention and awareness was important which needs to be taken seriously. She thanked Mr. Jurado for his work and she looked forward to bringing it back for approval.

Roberto Jurado noted that both the Employee Use of Technology and the Student Use of Technology had been revised, which would be reported by Sharon Cuseo.

11.c First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations

Sharon Cuseo, Assistant Superintendent, Instructional Services, presented the first reading of the Proposed Revision of Selected Board Policies and Administrative Regulations, as presented.

First Reading of Proposed Revision of Selected BP and ARs with Policies.pdf (O.F. # 27,458)

Sharon Cuseo reported that Sarah Niemann, Roberto Jurado reviewed the current policy and made changes including protection to student data, privacy and making sure that the work is protected and that we are sensitive to that. It also expand the definition of protected groups to match other District policy, which is now inclusive, and updates terminology that was outdated such as equipment.

11.d Report on Facilities and Technology Projects

David Jaynes, Assistant Superintendent Administrative Services, reported on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

5-2-19 Facilities and Technology PP 050219.pdf R1.pdf.pdf (O.F. # 27,459)

David Jaynes reported on Facilities and Technology projects by location, project, contractor, and the cost.

President Reynolds presented an appreciation gift to Student Board Members Rangel-Lynch and Brice. Both students received a copy of the book *The Leadership Challenge*, which was signed by the author.

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 28 Proclaiming the Week of May 6, 2019 through May 10, 2019 as Substitute Teacher Appreciation Week

That the Board of Education adopt Resolution 28 proclaiming the week of May 6, 2019 through May 10, 2019, as Substitute Teacher Appreciation Week, as presented.

Resolution 28- Substitute Teacher Week.pdf (O.F. # 27,460)

It was moved by Steve Frintner, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried 4-0 with the following roll-call vote: AYES - Reynolds, Frintner, Tabet, and Ferguson. ABSENT: Aghakhanian.

12.b Adoption of Resolution 29 Proclaiming May 8, 2019 as Day of the Teacher and May 6, 2019 through May 10, 2019 as Burbank Unified School District Teacher Appreciation Week

That the Board of Education adopt Resolution 29 proclaiming May 8, 2019 as Day of the Teacher and May 6, 2019 through May 10, 2019 as Burbank Unified School District Teacher Appreciation Week, as presented.

Resolution 29-Day of the Teacher.pdf (O.F. # 27,461)

It was moved by Charlene Tabet, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.c Adoption of Resolution 30 Proclaiming May 8, 2019 as School Nurse Day

That the Board of Education adopt Resolution 30 proclaiming May 8, 2019 as School Nurse Day, as presented.

Resolution 30-Day of School Nurse.pdf (O.F. # 27,462)

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education adjourn the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.d Approval of Expanded Partnership with the City of Burbank Public Library

That the Board of Education approve expanding the partnership for the BConnectEd Library Program, between the Burbank Unified School District and the City of Burbank, for the 2019-2020 school year, as presented.

BConnectEd2019.pdf (O.F. # 27,463)

Tom Kissinger reported that in 2016-2017 school year, the District and the Burbank Public Library partnered to pilot a sixth grade program called BConectEd. The program was expanded to seventh and eighth graders during the 2018-2019 school year. In 2018-2019 school year, staff is requesting to expand the program to include ninth through twelve grade students.

President Reynolds thanked Member Ferguson for his leadership and passion on this topic.

Member Ferguson thanked the City of Burbank for the partnership as amazing thing happen when working together to allow low-income students internet access at all times.

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.e Adoption of Resolution 31 Review and Action on Proposed Certificated Layoffs

That the Board of Education adopt Resolution 31 Review and Action on Proposed Certificated Layoff, as presented.

Resolution 31-Action on Proposed Certificated Layoff.pdf (O.F. # 27,464)

Sarah Niemann stated that this was the last component of the statutory process for certificated layoffs. She clarified that the name listed on the resolution is the person who will receive a layoff notice, but this person is not the only person that is impacted. Employees that were impacted by positions that were eliminated, if they still have a job, do not require a layoff notice, as stated in Education Code. She reported that due to the donations made tonight, she was able to call the music teachers to inform them that their jobs had been saved and undo notices will be sent which do not require Board approval.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.f Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions

That the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and Management positions, effective May 3, 2019, as presented.

Tier 2 Vacancies.pdf (O.F. # 27,465)

Sarah Niemann reported that the replacement positions included six positions such as, ELD/Office Specialist I, BHS: Guidance/Program Technician I, BHS; Instructional Assistant, Emerson; School Safety/Utility Custodian, Facilities; Senior Custodian, Jefferson, and a Student Information System Analyst, Technology Services.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson

12.g Approval of Every Student Succeeds Act (ESSA) Federal Addendum for 2019-2020

That the Board of Education approve the Every Student Succeeds Act (ESSA) Federal Addendum for 2019-2020, as presented.

ESSA Federal Addendum 5 2 19.pdf (O.F. # 27,466)

Peter Knapik reported that the ESSA is a federal law, requiring school districts that apply for federal funding to complete the federal addendum, have the federal addendum adopted by the Board of Education, and submit the addendum to the California State Department of Education for Title I, Title II, and Title III programs.

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson

12.h Approval of Professional Agreement with Blue Bear Cloud

That the Board of Education approve the agreement between Burbank Unified School District and Blue Bear Cloud, effective May 3, 2019 through June 30, 2021 (01.0-00000-00000-72000-5840-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Blue Bear Cloud.pdf Amended (O.F. # 27,467)

David Jaynes reported that this was the new version cloud base program. Secondary schools are using the old version. Parent Organizations and Booster groups will no longer be responsible for the collection of or accounting of fundraising dollars. As a result, the District will now be responsible for fundraising activities which requires a system to maintain website stores, on-line collection and donations, acceptance of credit cards both on-line and on-site and maintain all records necessary for collection and disbursement of funds.

Member Tabet shared her excitement about the use of Blue Bear Cloud and said that this was a step forward as the Burbank Schools Boosters Association no longer exist to be able to oversee and account for fund-raising dollars. She then thanked staff for working on this project. but specially John Paramo. She appreciated the extra work because it meant that good thing happen for students.

It was moved by Charlene Tabet, and seconded by Steve Ferguson, that the Board of Education approve the item as ***amended***. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson

12.i Acceptance of Gifts

That the Board of Education take formal action accepting the following gifts to the District, and that the Board President convey appreciation to the donors.

Gift Report_050219.pdf (O.F. # 27,468)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson

President Reynolds acknowledged the retirements of Monterey High School principal Ann Brooks; Miller Elementary School teacher Mary Schindler; Burbank High School teacher Judy Shalhoub; Emerson Elementary School teacher Janet Harlan; and Burbank High School English Language Office Specialist Lori Paul and thanked them for their many years of service to the District.

She then congratulated David Jaynes upon his retirement and thanked him for his service and wished him well on the next chapter of his life.

13. CONSENT AGENDA

It was moved by Armond Aghakhanian, and seconded by Steve Ferguson, that the Board of Education approve ***items 13a through 13p, except item 13o,*** as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson

13.a Action on Student Expulsions

The Board of Education took action in public session pursuant to Education Code Section 48900 (b), 48915(c2), on the expulsion recommendation by the Administrative Hearing Panel for Student 960020039, as presented in Confidential Exhibit 3e.

Confidential Exhibit (O.F. # 27,455)

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960033599, at no cost to the District, effective May 19, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960033599_Settlement Agreement.pdf Confidential Exhibit (O.F. # 27,456)

13.c Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of April 18, 2019, as presented.

Minutes.04.18.19.pdf (O.F. # 27,469)

13.d Approval of Personnel Report Number 18-19-17

That the Board of Education approve Personnel Report number 18-19-17, covering Certificated and Classified personnel, and consisting of Pages 1 to 8 inclusive, as presented.

Personnel Report.pdf (O.F. # 27,470)

13.e 2018-2019 Purchase Order Report

That the Board of Education approve Purchase Orders for 2018-2019 as listed through April 8, 2019, as presented.

2018-2019 Purchase Order Report.pdf (O.F. # 27,471)

13.f Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $10,790,010.59 and commercial warrants in the total amount of $4,328,591.31, as presented.

Warrants.pdf (O.F. # 27,472)

13.g Approval of Instructional Consultant Services

That the Board of Education approve the instructional consultant services for the purpose of on-site student learning support and staff development, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented

Consultant 5.2.19.pdf (O.F. # 27,473)

13.h Amended Master Contract for Nonpublic, Nonsectarian Agency with Devereux Advanced Behavioral Health Georgia (Special Education)

That the Board of Education amend the Master Contract for special education students, to be provided by Devereux Advanced Behavioral Health Georgia, Nonpublic, Nonsectarian School effective May 3, 2019 through June 30, 2019 (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Master Contract for Nonpublic, Nonsectarian Schools and Agencies, effective July 1, 2018 through June 30, 2019, was approved by the Board of Education June 7, 2018.

Amended Master Contract - Devereux Advanced Behavioral Health Georgia.pdf (O.F. # 27,474)

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

That the Board of Education approve an agreement between the Burbank Unified School District and Deborah Karres, Ph.D., to provide an academic and transitional assessment and attend an IEP meeting for Special Education Student 160003888, not to exceed $5,982 (01.0-65000.0-57700-11900-5850-7440000), effective May 3, 2019 through October 31, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888_Karres_IEE (Granicus).pdf (O.F. # 27,475)

13.j Approval for California Department of Rehabilitation Service Contract

That the Board of Education approve a contract between the Burbank Unified School District and the State of California Department of Rehabilitation for the purpose of work experience for identified students in the We Can Work program, effective July 1, 2019 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

SPED CA Department of Rehabilitation Service Contract.pdf (O.F. # 27,476)

13.k Amendment of Agreement for Consultant Services

That the Board of Education amend the agreement for consultant services between the Burbank Unified School District and Behavioral Learning Center, Inc. to provide other health and support services on an "as needed" basis when other qualified staff are not available effective December 1, 2018 through June 30, 2019, not to exceed $15,000 (01.0-00000-11100-10000-5810-7452000), and that the authority to sign the agreement be exercised pursuant to BUSD- AR 3314, as presented. Note: This Amendment corrects the name of the vendor from Behavioral Health Consultants, LLC to Behavioral Learning Center, Inc. The original agreement was Board approved on April 18, 2019.

Behavioral Learning Center 18-19 (2) REVISED.pdf (O.F. # 27,477)

13.l Acceptance of Notice of Completion, California Government Code Section 4217.12, Energy Services Contract, Phase 2B, ABM Building Solutions LLC., Lighting Upgrades, Monterey Continuation School (Bond Fund)

That the Board of Education accept a notice of completion, California Government Code Section 4217.12, Energy Services Contract, Phase 2B, ABM Building Solutions LLC., Lighting Upgrades, Monterey Continuation School, not to exceed $127,850 PO 19000082 (213-00000-0-91012-85000-6230-530-0000) Bond Fund, as presented.

NOC_ ABM Lighting_ Monterey Continuation.pdf (O.F. # 27,478)

13.m Acceptance of Notice of Completion, California Government Code Section 4217.12, Energy Services Contract, Phase 2B, ABM Building Solutions LLC., Lighting Upgrades, Magnolia Park School (Bond Fund)

That the Board of Education accept a notice of completion, California Government Code Section 4217.12, Energy Services Contract, Phase 2B, ABM Building Solutions LLC., Lighting Upgrades, Magnolia Park School, not to exceed $37,288 PO19000081 (213-00000-0-91012-85000-6230-517-0000) Bond Fund, as presented.

NOC_ ABM Lighting_ Magnolia Park.pdf (O.F. # 27,479)

13.n Acceptance of Notice of Completion, Chalmers Construction Services, Bid 1718-083, Two Relocatable, Five Classrooms, One Restroom Building Site Work, Modular Classrooms, William McKinley Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Chalmers Construction Services, Bid 1718-083, Two Relocatable, Five Classrooms, One Restroom Building Site Work, Modular Classrooms, William McKinley Elementary School, not to exceed $1,819,625 PO 19000837 (213-00000-0-91008-85000-6230-209-) Bond Fund, as presented.

NOC_ Chalmers_ Modulars_ McKinley.pdf (O.F. # 27,480)

13.o Approval of Deductive Change Order No. 1, Professional Services Agreement, Gkkworks, New Installation and/or HVAC replacement, Low Voltage, 5 Elementary Schools, Phase II (Bond Fund) - PULLED

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve deductive change order No. 1, between Burbank Unified School District and Gkkworks, effective May 3, 2019, through May 3, 2020, not to

exceed (259,861.89) PO 18002377, Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows: McKinley, ($12,019.52) (21.0-00000.0-91003-85000-6230-209-0000) Bond Fund Edison, ($68,672.95) (21.0-00000.0-91003-85000-6230-202-0000) Bond Fund Disney, ($73,987.55) (21.0-00000.0-91003-85000-6230-201-0000) Bond Fund Stevenson, ($56,219.89) (21.0-00000.0-91003-85000-6230-215-0000) Bond Fund Roosevelt, ($48,961.98) (21.0- 00000.0-91003-85000-6230-214-0000) Bond Fund

PULLED - Deductive CO1_ Gkkworks_ HVAC_ Various.pdf

13.p Approval of Award of Contract, Izurieta Fence, CUPCCAA Bid,1819-067, Replace Fencing Fabric and Poles, William McKinley Elementary School (Bond Fund)

That the Board of Education approve an award of contract, Izurieta Fence, CUPCCAA Bid,1819-067, Replace Fencing Fabric and Poles, William McKinley Elementary School, effective May 3, 2019 through, May 3, 2020, not to exceed $52,500 (21.3-00000-0-91001-85000-6170-209-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Izurieta Fence_ McKinley.pdf (O.F. # 27,481)

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications - There was no one present who wished to address the Board.

14.b Staff Responses - There were no staff responses.

14.c Board Members' Comments and Responses - There were no Board comments.

15. ADJOURNMENT

The meeting adjourned at 9:29 p.m. in memory of Goldie Bemel.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

5/16/2019
_____
DATE

_____
STEVE FRINTNER, CLERK

TO: Board of Education / Superintendent

Consent 5/16/2019

SUBMITTED BY: Sarah Niemann, Assistant Superintendent, Human Resources Services

SUBJECT: Certificated Personnel - Report Number 18 - 19 - 18. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
COHEN, LESLIE Burroughs High School	Counselor - FTE:100%	01.0-00000.0-00000-31100-1211-4320000	100	RA:006 - ST:20 STP: $1331	Began Service 1/4/1999	7/2/2019
SCHEERER, TERESA Disney Elementary School	Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2010000	100	RA:006 - ST:24	Began Service 9/2/1998	6/1/2019
BOELKE, IRENE Roosevelt Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2140000	100	RA:006 - ST:24 STP: $1331	Began Service 9/22/1986	5/26/2019

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BRYANT, DEBORAH Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11200-1160-7440000	100 100			4/18/2019
CASSANI, MATTHEW Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11200-1160-7440000	100 100			4/18/2019
ROBERG, KENDALL Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	STP: $1331	Began Service 8/12/2010	8/1/2019
CRUZ KELLY, SIOBHAN John Muir Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	STP: $1331	Began Service 8/8/2016	5/24/2019

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BAKER, RYAN Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:100%	12.0-90602.0-11100-10000-1110-2020000	100	RA:005 - ST:02 STP: $81		8/9/2019

CERTIFICATED PERSONNEL

CONSENT 5/16/2019

ELECTION: SUMMER NURSE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
EATON, STACY Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-01500.0-00000-31400-1230-7420000	100			6/3/2019 7/11/2019
KURIHARA, PEGGY Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-01500.0-00000-31400-1230-7420000	100			6/3/2019 7/11/2019
MORGAN, KALISSA Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-01500.0-00000-31400-1230-7420000	100			6/3/2019 7/11/2019
PASCUAL, MARTI Health Services	Nurse: Summer School SS Nurse - FTE:100%	01.0-01500.0-00000-31400-1230-7420000	100			6/3/2019 7/11/2019

CHANGE OF STATUS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ROGERS, MAYRA Adult School	Long Term Sub Teacher Long Term Adult School	11.0-63910.0-41106-10000-1160-5330000	100	RA:1 - ST:8		04/04/2019 5/23/2019

CHANGE OF ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
STEINBERG, STEVEN Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:50%	12.0-50250.1-11100-10000-1110-2030000	100	RA:005 - ST:01	From sub to CC Teacher	4/15/2019

ELECTION: SUMMER HOURLY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
BADDERS, RANDALL Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5178000	100		Hourly equivalent per contract	5/30/2019 7/11/2019
HESS-WITUCKI, MAGGIE Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5178000	100		Hourly equivalent per contract	5/30/2019 7/11/2019

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
HYSLOP, MARY Roosevelt Elementary School	Substitute Teacher SDC Teacher	01.0-65000.0-57700-11100-1160-2140000	100			4/5/2019 5/24/2019

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
KHACHIKYAN, LILIT J Miller Elementary School	Long Term Sub Teacher Substitute Teacher	01.0-00000.0-11100-10000-1110-2100000	100	Salary Rate: $170		4/22/2019 05/24/2019
GREEN, JOHN Jordan Middle School	Long Term Sub Teacher PE Teacher	01.0-00000.0-11100-10000-1110-3210000	100	Salary Rate: $170		4/29/2019 5/24/2019

CERTIFICATED PERSONNEL

CONSENT 5/16/2019

ELECTION: SUMMER COUNSELOR	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SASORSKI, CAROLINE Instructional Services	Counselor: Summer Scool SS Traditional	01.0-01500.0-00000-31100-1230-7420000	100			5/30/2019 7/11/2019

ELECTION: SUMMER TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
AMIRIAN, SETA Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019 7/11/2019
AMIRMOZOFARI, NIKKI Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100		Initial Credit	5/30/2019 7/11/2019
BEAL, BRIANNA Instructional Services	Teacher: Summer School SS Online	01.0-01500.0-11100-10000-1130-5480000	100		Online	5/29/2019 7/3/2019
CZERWINSKI, JAMES Instructional Services	Teacher: Summer School SS Middle School Math	01.0-01500.0-11100-10000-1130-7420000	100		Middle School Math	5/30/2019 7/11/2019
DAWES, JACKIE Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019 7/11/2019
DIPIAZZA, COURTNIE Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019 7/11/2019
DOWLING, JOSEPH Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019 7/11/2019
DYSTHE, DIANA Instructional Services	Teacher: Summer School SS Careers Curriculum	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	6/3/2019 7/11/2019
FERNANDO, GAJAN Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019 7/11/2019
FITZGERALD, KYLE Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100		Initial Credit	5/30/2019 7/11/2019
FUHR, AMY Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100		Initial Credit	5/30/2019 7/11/2019
GOMEZ, JENNIFER Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019 7/11/2019
HOWARD, COREY Instructional Services	Teacher: Summer School SS Middle School Math	01.0-01500.0-11100-10000-1130-7420000	100		Middle School Math-Job Share	5/30/2019 7/11/2019
KORDIAN, HAGOP Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019 7/11/2019
LEWIS, LAQUANNIA Instructional Services	Teacher: Summer School SS Middle School Math	01.0-01500.0-11100-10000-1130-7420000	100		Middle School Math	5/30/2019 7/11/2019
LUCAS, AMY Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100		Initial Credit	5/30/2019 7/11/2019

LUKIC, ALEKSIA Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit	5/30/2019 7/11/2019
MANOUKIAN, ZARE Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100	Traditional	5/30/2019 7/11/2019
MAYES, JESSICA Instructional Services	Teacher: Summer School SS Online Open Lab	01.0-01500.0-11100-10000-1130-5480000	100	Open Lab	5/29/2019 7/3/2019
MILLER, WENDY Instructional Services	Teacher: Summer School SS Online	01.0-01500.0-11100-10000-1130-5480000	100	Online	5/29/2019 7/3/2019
MULLADY, JERRY Instructional Services	Teacher: Summer School SS Initial Credit ELD	01.0-01500.0-11100-10000-1130-5480000	100	Initial Credit ELD	5/29/2019 7/11/2019
ORSINI, MARIANNA Instructional Services	Teacher: Summer School SS Initial Credit ELD	01.0-01500.0-11100-10000-1130-5480000	100	Initial Credit ELD	5/29/2019 7/11/2019
RAPP, TREVOR Instructional Services	Teacher: Summer School SS Online	01.0-01500.0-11100-10000-1130-5480000	100	Online	5/29/2019 7/3/2019
REAL, EDWIN Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit	5/30/2019 7/11/2019
REILY, MIKE Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100	Traditional	5/30/2019 7/11/2019
ROBERTSON, LISA Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit	5/30/2019 7/11/2019
SNOWDEN, DAWN Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit	5/30/2019 7/11/2019
STEWART, JENNA Instructional Services	Teacher: Summer School SS Initial Credit ELD	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit ELD Teacher	5/30/2019 7/11/2019
STRATTON, AMANDA Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100	Traditional	5/30/2019 7/11/2019
TIPTON, WAYNE Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit	5/30/2019 7/11/2019
TURNER, CAROLINE Instructional Services	Teacher: Summer School SS Initial Credit ELD	01.0-01500.0-11100-10000-1130-5480000	100	Initial Credit ELD	5/29/2019 7/11/2019
VALLE, JOSE Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit	5/30/2019 7/11/2019
VAN KRIEKEN, LOREN Instructional Services	Teacher: Summer School SS Initial Credit	01.0-01500.0-11100-10000-1130-7420000	100	Initial Credit	5/30/2019 7/11/2019
WARREN, WILLIAM Instructional Services	Teacher: Summer School SS Online	01.0-01500.0-11100-10000-1130-5480000	100	Online	5/29/2019 7/3/2019
WELLS, JOHN Instructional Services	Teacher: Summer School SS Traditional	01.0-01500.0-11100-10000-1130-7420000	100	Traditional	5/30/2019 7/11/2019

ARENAL, SHANNON Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11901-1130-5480000	100	SLP summer program	5/30/2019 7/11/2019
BERICH, ERIN Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	HS SH Program	5/30/2019 7/11/2019
BICKELMANN, CHRIS Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	Elementary SH summer program	5/30/2019 7/3/2019
BRECKLEY, JOSHUA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11902-1130-5480000	100	APE (job share) summer program	5/30/2019 7/11/2019
BRINTON, CRISTY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	HS SH Program	5/30/2019 7/11/2019
CALDERON, SALLY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57300-11100-1130-5480000	100	SEED summer program	5/30/2019 7/3/2019
COLLINS, BRIAN Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11108-1130-5480000	100	Elementary BSP summer program	5/30/2019 7/3/2019
COLLINS, CHANDRA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	Elementary SH summer program	5/30/2019 7/3/2019
CROSBY, LUCY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57300-11100-1130-5480000	100	SEED summer program	5/30/2019 7/3/2019
CURRAN, EMILY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11902-1130-5480000	100	APE (job share) summer program	5/30/2019 7/11/2019
DIXON, MICHELLE Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	HS SDC Program	5/30/2019 7/11/2019
EIDEM, JENNIFER Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	SDC Elem summer program	5/30/2019 7/3/2019
GHAZARIAN, JOANIE Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11901-1130-5480000	100	SLP summer program	5/30/2019 7/11/2019
HOWITT, ELAYNE Special Education	Teacher: Summer School Summer School 2019	11.0-63910.0-41100-10000-1130-5480000	100	FACTS summer program	5/30/2019 7/11/2019
KNIGHT, KASEY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11108-1130-5480000	100	Elementary BSP summer program	5/30/2019 7/3/2019
LEVI, JULIE Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	SDC Elem summer program	5/30/2019 7/3/2019
MANGEL, ALYSSA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	SDC Elem summer program	5/30/2019 7/3/2019
MIRON, CRYSTAL Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	Elementary SH summer program	5/30/2019 7/3/2019
PARKER, CARL Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	HS SDC Program	5/30/2019 7/11/2019

PARKER, CARL Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	HS SDC Program	5/30/2019 7/11/2019
PASHEN, CHELSEA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	Elementary SH summer program	5/30/2019 7/3/2019
PATTERSON, PATRICIA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	SDC Elem summer program	5/30/2019 7/3/2019
PERLIS, DEBORAH Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11108-1130-5480000	100	HS CBI summer program	5/30/2019 7/11/2019
RUBACK, SHARYL Special Education	Teacher: Summer School Summer School 2019	11.0-63910.0-41100-10000-1130-5480000	100	FACTS summer program	5/30/2019 7/11/2019
SEALE, AMDREA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	SDC Elem summer program	5/30/2019 7/3/2019
STELLIN, BRITTNAY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	SDC Elem summer program	5/30/2019 7/3/2019
VATS, MONIKA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11901-1130-5480000	100	SLP summer program	5/30/2019 7/11/2019
WAHE, DEBRA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11100-1130-5480000	100	SDC Elem summer program	5/30/2019 7/3/2019
ZSUPNIK, CATHLEEN Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57300-11100-1130-5480000	100	SEED summer program	5/30/2019 7/3/2019
BOYLAN, ALICIA Stevenson Elementary School	Teacher: Summer School Summer Teacher 2019	01.0-01500.0-47600-27000-1930-5480002	100	Elem EL summer program	5/30/2019 7/3/2019
CRAIN, DARLENE Stevenson Elementary School	Teacher: Summer School Summer Teacher 2019	01.0-01500.0-47600-27000-1930-5480002	100	Elem EL summer program	5/30/2019 7/3/2019
EVERETT, LATOYA Stevenson Elementary School	Teacher: Summer School Summer Teacher 2019	01.0-01500.0-47600-27000-1930-5480002	100	Elem EL summer program	5/30/2019 7/3/2019
KEINLEN, SUSAN Stevenson Elementary School	Teacher: Summer School Summer Teacher 2019	01.0-01500.0-47600-27000-1930-5480002	100	Elem EL summer program	5/30/2019 7/3/2019
KELLY, LAURY Stevenson Elementary School	Teacher: Summer School Summer Teacher 2019	01.0-01500.0-47600-27000-1930-5480002	100	Elem EL summer program	5/30/2019 7/3/2019
PELAYO, GRICELDA Stevenson Elementary School	Teacher: Summer School Summer Teacher 2019	01.0-01500.0-47600-27000-1930-5480002	100	Elem EL summer program	5/30/2019 7/3/2019
RICHARDS-TARANDEK, GENEVA Stevenson Elementary School	Teacher: Summer School Summer Teacher 2019	01.0-01500.0-47600-27000-1930-5480002	100	Elem EL summer program	5/30/2019 7/3/2019

CERTIFICATED PERSONNEL

CONSENT 5/16/2019

RELEASED FROM DISTRICT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
BOWEN, SUSAN	Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000	100			4/23/2019
Human Resources	Substitute Teacher	01.0-65000.0-57700-11200-1160-7440000	100			
SOLIS, JOSE	Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000	100			04/23/2019
Human Resources	Substitute Teacher	01.0-65000.0-57700-11200-1160-7440000	100			
SOLIS, JOSE	Substitute Teacher	12.0-90602.0-11100-10000-1160-7540000	100			4/23/2019
Human Resources	Substitute CC Teacher					

RESIGN POSITION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
DISARRO, REBECCA	Substitute Teacher	01.0-65000.0-57700-11200-1110-7440000	100			04/19/2019
Human Resources	Substitute Teacher					

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 18-19-18

May 16, 2019
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Aguilera, Lenora	Health Services	Additional Duties	Hourly	$91.71	15	April-May
Armes, Deborah	Providencia	Intervention Teaching	Hourly	$45.07	1	April
Arriola Alcanzar, Glenda	Instr. Services	Spanish Assessments	Hourly	$33.44	2	April-May
Asencio, Priya	Jefferson	Intervention Teaching	Hourly	$45.07	8	April - May
Auproux, Shari	Emerson	Intervention Planning	Hourly	$33.44	4	April
Avagyan, Anush	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Barberia, Frank	BHS	Additional Hours	Hourly	$33.44	1	April
Barnhart, Julie	Instr. Services	Intervention Teaching	Hourly	$45.07	19	April – May
Barnhart, Julie	Instr. Services	Intervention Planning	Hourly	$33.44	6	April - May
Bastian, Jennifer	Miller	Intervention Planning	Hourly	$33.44	5	April - May
Bastian, Jennifer	Miller	Intervention Teaching	Hourly	$45.07	47	April - May
Beal, Briana	Instr. Services	Writing Assessment	Hourly	$33.44	1	April
Begoyan, Ripsime	Miller	Intervention Planning	Hourly	$33.44	6	April - May
Begoyan, Ripsime	Miller	Intervention Teaching	Hourly	$45.07	48	April - May
Begoyan, Ripsime	Miller	Intervention Planning	Hourly	$33.44	2	April – May
Bennett, Edward	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Berhito, George	Health Services	Home Teacher	Hourly	$35.73	6	April - May
Bess, Kenneth	Jordan	Teacher Extra Duty	Hourly	$33.44	5	April- May
Bogchalyan, Goar	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Bonino, Gabriella	Health Services	Home Teacher	Hourly	$35.73	30	April - May
Carlson, Sandra	Adult	Dept. Planning meetings	Hourly	$22.75	5	April - June
Chugg, Kellie	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Coffey, Jodie	Emerson	Master Teacher Stipend	Stipend	$150.00	1	April
Creekmore, Devan	Miller	Intervention Planning	Hourly	$33.44	2	April - May
Creekmore, Devan	Miller	Intervention Teaching	Hourly	$45.07	6	April - May
Cross, Julie	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Czerwinski, James	Instr. Services	Math Field Day	Hourly	$45.07	21	April- May
DeLuna, Humberto	Spec Ed	Home Teacher	Hourly	$35.73	42	April - May
DeMore Christine	Jordan	Lunch Supervision	Hourly	$33.44	5	April - May
Diamond, Erin	Washington	Intervention Teaching	Hourly	$45.07	6	April - May
Dixon, Joanne Michelle	Spec Ed	Home Teacher	Hourly	$35.73	42	April – May

Dixon, Joanne Michelle	Spec Ed	Home Teacher	Hourly	$35.73	5	April
D'Mello, Angela	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Durry, Pattie	Miller	Intervention Teaching	Hourly	$45.07	3.75	April – May
Durry, Pattie	Miller	Intervention Teaching	Hourly	$45.07	30	April - May
Durry, Pattie	Miller	Intervention Planning	Hourly	$33.44	6	April - May
Durry, Pattie	Miller	Intervention Teaching	Hourly	$45.07	18	April - May
Emamjomeh, Mojgahn	BHS	Certificated Coach	Hourly	$33.44	1	April- May
Eskandar, Catherine	Jordan	Lunch Supervision	Hourly	$33.44	6	April-May
Everett, LaToya	Inst. Services	Intervention Planning	Hourly	$33.44	6	April - May
Fallahi, Edwin	Adult	Dept. Planning meetings	Hourly	$22.75	10	April – June
Fiola-Rini, Tamara	Jordan	Lunch Supervision	Hourly	$33.44	5	April-May
Fitzpatrick, Michelle	Miller	Master Teacher Stipend	Stipend	$300.00	1	April
Flores, Jennifer	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Franco, Dayana	Emerson	Master Teacher Stipend	Stipend	$150.00	1	April
Fritz, Catherine	JBHS	Fitness Gram Testing	Hourly	$45.07	2	April
Fritz, Catherine	JBHS	Fitness Gram Testing	Hourly	$45.07	6	April
Fritz, Catherine	JBHS	Fitness Gram Testing	Hourly	$45.07	4	April
Fuhr, Amy	Jordan	Lunch Supervision	Hourly	$33.44	5	April-May
Funston, Michelle	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Gallego, Jennifer	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Garcia, Hilde	Disney	Intervention Teaching	Hourly	$45.07	2	May
Garcia, Hilde	Disney	Intervention Planning	Hourly	$33.44	2	May
Gattuso, Lucas	Luther	Intervention	Hourly	$45.07	5	April- May
Gmbikian, Grigor	Bret Harte CC	Additional Hours as Sub	Hourly	$16.76	3	April
Grair, Diane	BHS	Class Coverage	Hourly	$46.13	2	April
Gray, Gretchen	Edison	Intervention Teaching	Hourly	$45.07	1.5	Apri
Hambro, Sheryl	Instr. Services	Intervention Teaching	Hourly	$45.07	16	April - May
Hammell, Robert	BHS	Intervention	Hourly	$45.07	12	April-May
Henry, Tracy	BHS	IMA Coach	Hourly	$33.44	5.92	April- May
Hodgins, Kathy	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Hoog, Michelle	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Kong, Joy	Miller	Intervention Teaching	Hourly	$45.07	16	April - May
Iffrig, Hilary	Emerson	Master Teacher Stipend	Stipend	$150.00	1	April
Kelly, Laury	Inst. Services	Intervention Planning	Hourly	$33.44	9.5	April - May
Khachikyan, Lilit	Miller	Overlap Days	Daily	$135.00	3	April
Kichichian, Marline	Providencia	Intervention Planning	Hourly	$33.44	5	April
King, Robert	JBHS	Tech Drama Director	Hourly	$33.44	24.71	April- May
Kong, Joy	Miller	Intervention Planning	Hourly	$33.44	1.5	April - May
Kong, Joy	Miller	Intervention Teaching	Hourly	$45.07	6	April – May
Kong, Joy	Miller	Intervention Teaching	Hourly	$45.07	26.5	April - May

Kovner, Danielle	Stevenson	Intervention Teaching	Hourly	$45.07	6	April – May
Knoop, Keith	JBHS	Fitness Gram Testing	Hourly	$45.07	4	April
Knoop, Keith	JBHS	Fitness Gram Testing	Hourly	$45.07	6	April
Knoop, Keith	JBHS	Fitness Gram Testing	Hourly	$45.07	4	April
Koontz, James	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Krikorian, Christine	Miller	Intervention Teaching	Hourly	$45.07	2.75	April
Krikorian, Christine	Miller	Intervention Teaching	Hourly	$45.07	3.5	April
Labrada, Robert	Jordan	Teacher Extra Duty	Hourly	$33.44	4	April- May
Lam-Ziegler, Janet	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Lange, Carole	Stevenson ATB	Additional hours OVT	Hourly	$22.50	1	April
Lerner, Lia	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Lerner, Lia	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Lohr, Jason	Instr. Services	Writing Assessment	Hourly	$33.44	1	April
Marcus, Rebecca	Providencia	Intervention Teaching	Hourly	$45.07	6	April - May
Marinelli, Jean	Instr. Services	Math Field Day	Hourly	$45.07	11	April- May
Moran dos Santos, Elaine	Miller	Intervention Teaching	Hourly	$45.07	4.5	April - May
Moran dos Santos, Elaine	Miller	Intervention Planning	Hourly	$33.44	.75	April
Moran dos Santos, Elaine	Miller	Intervention Teaching	Hourly	$45.07	2.25	April - May
McDermott, Sara	Miller	Intervention Planning	Hourly	$33.44	6	April - May
McDermott, Sara	Miller	Intervention Teaching	Hourly	$45.07	12	April - May
McDermott, Sara	Miller	Intervention Teaching	Hourly	$45.07	45	April - May
McDermott, Sara	Miller	Intervention Planning	Hourly	$33.44	2	April – May
McNutt, Kelly	Disney	Intervention Teaching	Hourly	$45.07	2	May
Messian, Laura	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Michelman, Setaporn	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Mitchell, Christopher	Jordan	Lunch Supervision	Hourly	$33.44	5	April-May
Mitchell, Rosemary	Instr. Services	Writing Assessment	Hourly	$33.44	1	April
Mucha, Michele	Spec Ed	Home Teacher	Hourly	$35.73	27	April - May
Nguyen, Ty	Adult	Dept. Planning meetings	Hourly	$22.75	5	April - June
Noss, Marianne	Adult	Dept. Planning meetings	Hourly	$22.75	10	April - June
Okenka, John	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Oliver, Yvonne	Adult/ILA	Intervention Teaching	Hourly	$45.07	45	April
Pacino, Lori	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Pelayo, Gricelda	Disney	Intervention Teaching	Hourly	$45.07	2	May
Papagiannopulos, Marsha	Miller	Intervention Planning	Hourly	$33.44	6	April - May
Papagiannopulos, Marsha	Miller	Intervention Teaching	Hourly	$45.07	48	April - May
Parent, Anastasia	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Payne, Marbell	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Perez, Kimberly	Miller	Intervention Planning	Hourly	$33.44	3	April - May
Perez, Kimberly	Miller	Intervention Planning	Hourly	$33.44	5.25	April - May

Perez, Kimberly	Miller	Intervention Teaching	Hourly	$45.07	17.45	April - May
Perez, Kimberly	Miller	Intervention Teaching	Hourly	$45.07	46	April – May
Perez, Kimberly	Miller	Intervention Planning	Hourly	$33.44	6	April - May
Perry, Barbara	Instr. Services	Math Field Day	Hourly	$45.07	26	April- May
Pozos, Adriana	Luther	Intervention	Hourly	$45.07	6	April- May
Pozos, Adriana	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Rapp, Trevor	CDS	Intervention Teaching	Hourly	$45.07	9	April - May
Real, Edwin	JBHS	Fitness Gram Testing	Hourly	$45.07	2	April
Real, Edwin	JBHS	Fitness Gram Testing	Hourly	$45.07	2	April
Real, Edwin	JBHS	Fitness Gram Testing	Hourly	$45.07	2	April
Riggs, Deborah	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Riner, Justin	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Rios, Martha	Jordan	Lunch Supervision	Hourly	$33.44	5	April-May
Rivas, Freddi	Adult	Dept. Planning meetings	Hourly	$22.75	5	April - June
Ruben, Jennifer	Stevenson	Intervention Planning	Hourly	$33.44	.50	April
Ruben, Jennifer	Stevenson	Intervention Teaching	Hourly	$45.07	6	April - May
Santoyo, Jeanne	BHS	Intervention	Hourly	$45.07	8	April-May
Scheerer, Teresa	Disney	Intervention Teaching	Hourly	$45.07	2	May
Scheerer, Teresa	Disney	Intervention Planning	Hourly	$33.44	1	May
Schwartz, Sarah	McKinley	Intervention Teaching	Hourly	$45.07	23.4	April
Schwartz, Sarah	McKinley	Intervention Planning	Hourly	$33.44	6.95	April
Scoville, Daniel	JBHS	Sub Teacher – CTE	Daily	$135.00	.5	April
Solares, Silvia	Disney	Intervention Teaching	Hourly	$45.07	2	May
Solares, Silvia	Disney	Intervention Planning	Hourly	$33.44	2	May
Solis, Sandra	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Solorzano, Diana	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Steinberg, Steven	Providencia CC	Additional Hours as Sub	Hourly	$16.76	1	April
Stewart, Jenna	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Stoffers, Martha	Miller	Intervention Teaching	Hourly	$45.07	9	April - May
Stoffers, Martha	Miller	Intervention Planning	Hourly	$33.44	4.5	April – May
Stoffers, Martha	Miller	Intervention Teaching	Hourly	$45.07	25	April – May
Stoffers, Martha	Miller	Intervention Teaching	Hourly	$45.07	20	April - May
Stratton, Amanda	Jordan	Lunch Supervision	Hourly	$33.44	5	April-May
Tate, Derwin	Instr. Services	Writing Assessment	Hourly	$33.44	1	April
Thalheimer, Vicki	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Tineo, Deidra	Inst. Services	Intervention Planning	Hourly	$33.44	6	April - May
Tipton, Rebecca	Edison	Intervention Teaching	Hourly	$45.07	1.5	April
Tubbs, Margarita	Emerson	Master Teacher Stipend	Stipend	$150.00	1	April
Turner, Marcus	Health Services	Home Teacher	Hourly	$35.73	9.5	April - May
Udall, Kristin	Miller	Intervention Teaching	Hourly	$45.07	40	April - May

Vargas, Theresa	Jordan	Teacher Extra Duty	Hourly	$33.44	4	April- May
Vargas, Theresa	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Vasquez, Jose	Instr. Services	VMA Coach	Hourly	$33.44	2.5	April- May
Vasquez, Jose	Instr. Services	VMA Coach	Hourly	$33.44	17.28	April- May
Velasco Flores, Yvette	Instr. Services	Spanish Assessments	Hourly	$33.44	2	April-May
Vorachak, Madison	Jordan	Lunch Supervision	Hourly	$33.44	4	April- May
Whitener, John	Jordan	Lunch Supervision	Hourly	$33.44	5	April-May
Weiner, Alexis	Instr. Services	Writing Assessment	Hourly	$33.44	1	April
Wertlieb, Jessica	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Wescott, Cherie	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April
Wyly, Allison	BHS	Intervention	Hourly	$45.07	5	April-May
Zepeda, Dolores	Harte CC	Additional hours as needed	Hourly	$19.46	15	April – June
Zimny, Pamela	Instr. Services	Theatre Arts Integration Mtg	Hourly	$33.44	1	April

Personnel Report No. 18-19-18 May 16, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Resignation								
ARAGON, Jenaro	Barbecue Cook	13.0-53100.0-00000-37000-2210-3220000	.250	29-III	D	04-29-19		Muir Middle School
ESTRADA, Andrew	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-V	D	04-30-19		Special Education
LEDET, Dannielle	Instructional Assistant	01.0-00000.0-11100-10000-2110-2030000	.3125	30-II	D	05-23-19		Emerson Elementary
SIEGEL, Leticia	Food Service Assistant	13.0-53100.0-00000-37000-2210-2010000	.3125	27-III	D	05-03-19		Disney Elementary
Leave								
CL-0085		01.0-00100.0-00000-82100-2210-2100000	1.00	35-VI	A	04-12-19	05-24-19	Human Resource Services
SETAGHIAN, Veronica	Instructional Assistant-English Language Development	01.0-00000.0-47600-10000-2110-4311000	1.00	32-VI	D	04-11-19	05-10-19	Burbank High School Paid Catastrophic Sick
SPRATT, Dawn	School Finance Clerk	01.0-00000.0-00000-27000-2410-3220000	1.00	38-V	A	04-08-19	04-08-20	Muir Middle School Family Care & Medical
Additional Compensation for Working Out of Class								
RODRIGUEZ, Sergio	Locksmith	01.0-81500.0-00000-81100-2210-7523000	1.00	50-VI	A	02-11-19	04-16-19	Facilities Services
URIBE, Juan M	Grounds Leadperson	01.0-00100.0-00000-82200-2210-7520000	1.00	56-VI	A	10-22-18	04-19-19	Facilities Services
VILLARREAL, Francisco	Custodial Supervisor	01.0-00100.0-00000-82100-2312-7520000	1.00	I-IV	A	10-22-18	04-19-19	Facilities Services
Additional Compensation for Health Care								
CUSUMANO, Cheryl	Health Services Assistant	01.0-00000.0-00000-31400-2210-7720000	1.00	258.00	D	04-15-19		Health Services
Change of Assignment – Classification/Location/FTE								
HARTOONIANS, Jaklin	Barbecue Cook	13.0-53100.0-00000-37000-2210-4320000	.4375	29-IV	D	04-15-19		Burroughs High School
WILKEN, Tonya	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2020000	.500	32-VI	A	04-22-19		Edison Around the Bell
Change of Assignment – Classification/Location/FTE in Lieu of Layoff								
HAKOPIAN, Norik	Instructional Assistant-Special Education	01.0-33100.0-57700-11200-2110-3220000	.750	32-III	D	06-11-19		Muir Middle School

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Personnel Report No. 18-19-18 May 16, 2019 Classified Personnel

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Election – Monthly								
BELTRAN, Andrew	School Safety-Utility Custodian	01.0-90710.0-00000-83000-2210-7522000		35-I	A	05-01-19		Facilities Services
Election – Hourly								
ALBARIAN, Kaline	Community Resource Assistant	01.0-90201.0-00000-27000-2430-2168400 01.0-60100.0-47600-24950-2950-2169000		31-III	D	04-01-19 04-04-19	04-30-19 04-04-19	Washington Elementary Instructional Services
ALDAOUD, Sahar	Elementary School Aide	01.0-00000.0-11100-10009-2960-2102000		27-I	D	04-01-19	04-30-19	Miller Elementary
ALULEMA, Kimberly	Instructional Assistant English Language Development	01.0-01501.0-47600-10000-2110-5300000 01.0-73380.0-47600-10012-2110-7429000		32-I	D	03-01-19	06-11-19	Monterey High School
ALVARADO, Jakeline	Elementary School Aide	01.0-00000.0-11100-10009-2930-2051000		27-III	D	04-01-19	04-30-19	Bret Harte Elementary
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-01-19	06-30-19	Burroughs High School
AYALA, Jose R	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-13-19	04-13-19	Facilities Services
AYALA, Joseph	Senior Grounds Technician	01.0-00100.0-00000-82200-2240-7521000		47-VI	A	04-20-19	04-20-19	Facilities Services
BARRAZA, Emigdio	Community Resource Assistant	01.0-00000.0-00000-27000-2440-3201000 01.0-30100.0-00000-24950-2940-3209000		31-VI	D	04-12-19 03-27-19	04-12-19 03-27-19	Luther Middle School
BAKER, Ryan	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2010000		32-III	D	04-01-19	06-30-19	Disney Around the Bell
BANIAN, Vartuhi	Instructional Assistant-English Language Development	01.0-30100.0-00000-24950-2950-2039000		32-VI	D	05-08-19	05-08-19	Emerson Elementary
BARSEGHIAN, Valentin	Food Service Assistant	13.0-53100.0-00000-37000-2230-2130000		27-III	D	08-01-18	05-30-19	Food Services
BENNETT, Tracy	Elementary School Aide	01.0-00000.0-11100-10009-2930-2131000		27-III	D	04-01-19	04-16-19	Providencia Elementary
BOVEE, Kristy	Instructional Technology Media Specialist	01.0-30100.0-00000-24950-2230-2039000		38-V	D	04-25-19	05-08-19	Emerson Elementary
BULONE, Kevin	Instructional Assistant Special Education	01.0-00000.0-11100-10000-2130-3221000		32-II	D	04-16-19	04-25-19	Muir Middle School
CAFFERTY, Roni	Elementary School Aide	01.0-90201.0-11100-10009-2930-2068400		27-III	D	03-01-19	05-24-19	Jefferson Elementary

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Personnel Report No. 18-19-18 May 16, 2019 Classified Personnel

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Election – Hourly (Continued)								
CALZADILLA, Jose	Campus Supervision Assistant	01.0-90711.0-00000-83000-2240-4328000		35-IV	D	04-13-19	04-13-19	Burroughs High School
CARRASCO, Janel	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100 01.0-00000.0-00000-83000-2240-4311000		35-VI	D	04-10-19 04-10-19	04-22-19 04-13-19	Burbank High School
CHAVEZ, Adriana	Community Resource Assistant	01.0-60100.0-47600-24950-2940-2169000 01.0-60100.0-47600-24950-2950-2169000		31-VI	D	04-04-19 04-04-19	04-04-19 04-04-19	Instructional Services
COLSON, Mary	Elementary School Aide	01.0-00000.0-11100-10009-2930-2051000		27-III	D	04-01-19	04-30-19	Bret Harte Elementary
DAVIS, Sandra	Intervention Specialist For At-Risk Youth	01.0-30100.0-00000-24950-2940-2039000		53-IV	D	05-06-19	05-08-19	Emerson Elementary
DE LA CRUZ, Johanna	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100 01.0-00000.0-00000-83000-2240-4311000		35-III	D	04-10-19 04-10-19	04-22-19 04-13-19	Burbank High School
DIAZ, Carlos	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-13-19	04-13-19	McKinley Elementary
DUARTE, Ignacio	Technology Support Specialist II	01.0-00000.0-00000-77000-2440-7730077		57-III	A	04-01-19	04-30-19	Technology Services
FARAZDAGHI, Marlene	School Office Manager-Children's Center	12.0-90601.0-00000-27000-2440-5080000		43-III	A	04-01-19	04-30-19	Horace Mann Children's Center
FERNANDO, Tina	Elementary School Aide	01.0-00000.0-00000-24950-2930-2101000		27-III	D	04-11-19	04-11-19	Miller Elementary
GARABEDIAN, Silva	Instructional Assistant-English Language Development	01.0-01501.0-47600-10012-2130-2100000		32-II	D	04-01-19	05-23-19	Miller Elementary
GILCHRIST, Emmanuel	Senior Custodian	01.0-90902.0-81000-50002-2240-7528000		36-VI	A	04-01-19	06-30-19	Burbank Adult School
GONZALEZ, Maria	Instructional Assistant-Children's Center	01.0-50250.1-11100-10000-2130-2030000		14.05	A	03-13-19	03-14-19	Emerson Children's Center
GRINNELL, Brenda	Instructional Technology Media Specialist	01.0-30100.0-00000-24950-2930-2139000		38-IV	C	04-01-19	04-30-19	Providencia Elementary
GUTIERREZ, Lourdes	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		32-VI	D	04-01-19	05-31-19	Bret Harte Children's Center
HARTOUN MARDIRSAN, Odet	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2140-5300000		32-IV	A	04-10-19	04-10-19	Monterey Infant Center

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Election – Hourly (Continued)								
HESSEL, Lily	Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-5300000		27-VI	D	07-01-18	06-30-19	Monterey High School
JARAMILLO, Dora	Elementary School Aide	01.0-00000.0-11100-10009-2930-2051000		27-III	D	04-01-19	04-30-19	Bret Harte Elementary
JOHNSON, Kimberly	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100		35-VI	D	04-10-19	04-22-19	Burbank High School
KHACHIKIAN, Alice	Instructional Assistant-English Language Development	01.0-30100.0-00000-24950-2950-2039000		32-VI	D	04-25-19	04-25-19	Emerson Elementary
KHAJO MAIDA, Souzan	Elementary School Aide	01.0-90201.0-11100-10009-2930-2168400		27-III	D	04-01-19	05-23-19	Washington Elementary
KUROWSKI, Joshua	Technology Support Specialist II	01.0-00000.0-00000-77000-2440-7730077		57-V	A	04-01-19	04-30-19	Technology Services
LOPEZ, Ismael	Technology Support Specialist II	01.0-00000.0-00000-77000-2440-7730077		57-VI	A	04-01-19	04-30-19	Technology Services
MACIAS ROMERO, Oscar	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-13-19	04-13-19	Edison Elementary
MAGALLANES, Josephine	Campus Supervisor	01.0-90711.0-00000-83000-2240-4328000 01.0-00000.0-00000-83000-2240-4321000		35-VI	D	04-01-19	04-30-19	Burroughs High School
MAGANA, Rafael	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-01-19	06-30-19	Roosevelt Elementary
MAIDA, Souzan	Bilingual Interpreter/ Translator	01.0-65000.0-50010-21000-2950-7440000		29-I	E	04-01-19	05-23-19	Special Education
MARTINEZ SOSA, Rosemary	Instructional Assistant-Special Education	01.0-00000.0-11100-10000-2130-3211000		32-V	D	04-18-19	05-24-19	Jordan Middle School
MURPHEY, Karin	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-7440000		35-VI	D	02-28-19	02-28-19	Special Education
NIEBUHR, John	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		13.09	F	04-01-19	05-31-19	Burbank Adult School
PEREZ, Joseph	Lead Custodian-Secondary	01.0-90711.0-81000-50002-2240-4318000		40-VI	A	04-21-19	04-21-19	Facilities Services
PORTILLO, Carlos	Custodian	01.0-00100.0-00000-83000-2240-7521000		35-VI	A	04-01-19	06-30-19	Facilities Services

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Election – Hourly (Continued)								
POZOS, Rosalinda	Community Resource Assistant	01.0-30100.0-00000-24950-2950-2139000		31-III	D	04-03-19	04-03-19	Providencia Elementary
RIOJAS, Sarah	Instructional Assistant-Special Education	01.0-65000.0-57500-11100-2140-7440000		32-II	D	02-22-19	05-23-19	Special Education
ROMERO, Cindy	Elementary School Aide	01.0-00000.0-11100-10009-2960-2162000 01.0-90201.0-11100-10009-2960-2168400		27-III	D	04-01-19	05-23-19	Washington Elementary
ROSES, Peter	Campus Supervision Assistant	01.0-90904.0-11100-41000-2940-4318100		35-VI	D	04-22-19	04-22-19	Burbank High School
SARGSYAN, Hermine	Elementary School Aide	01.0-00000.0-00000-24950-2930-2101000		27-III	D	04-11-19	04-11-19	Miller Elementary
SEID-BONHAM, Jelsa	Educational Interpreter	01.0-65000.0-57700-11104-2130-7440000		61-VI	D	03-24-10	03-24-19	Special Education
SERMENO, Estela	Community Resource Assistant	01.0-01501.0-47600-27000-2950-2100000		31-VI	D	04-03-19	04-03-19	Miller Elementary
SHADKAM, Araz	Middle School Aide	01.0-00000.0-11100-10009-2930-3221000		34-III	D	04-05-19	04-05-19	Muir Middle School
SHEAFER, Robert	Campus Supervision Assistant	01.0-00000.0-00000-83000-2230-3201000 01.0-00000.0-00000-83000-2240-3201000		35-III	D	04-12-19	04-12-19	Luther Middle School
SIGUENZA, Lucy	School Aide	01.0-00000.0-11100-10009-2930-2051000		12.00	G	04-01-19	04-30-19	Bret Harte Elementary
SOLORZANO, Marilu	Food Service Assistant	13.0-53100.0-00000-37000-2230-2160000		27-I	D	01-01-19	06-30-19	Washington Elementary
TORRES, Consuelo	Custodian	01.0-90711.0-81000-50002-2240-4318000		35-VI	A	04-21-19	04-21-19	Facilities Services
URIBE, Juan M	Grounds Leadperson	01-0.00100.0-00000-82200-2240-7521000		56-VI	A	04-20-19	04-20-19	Facilities Services
VALLES, Fidel	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-V	A	04-13-19	04-13-19	Facilities Services
VILLALTA, Jose	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-13-19	04-13-19	Jordan Middle School
VILLALTA, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2230-3200000		27-VI	D	08-01-18	05-30-19	Luther Middle School
WADE, Cheretta	Campus Supervision Assistant	01.0-00000.0-00000-83000-2230-3211000		35-IV	D	04-01-19	05-31-19	Jordan Middle School
WHITAKER, Malia	Elementary School Aide	01.0-00000.0-11100-10009-2960-2142000		27-III	D	04-01-19	05-16-19	Roosevelt Elementary
WILLIAMS, Julie	Elementary School Aide	01.0-00000.0-11100-10009-2960-2021000		27-III	D	04-19-19	04-19-19	Edison Elementary

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Election – Walk on Coach								
BRIGGS, James	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4318500		13.09	F	04-01-19	04-30-19	Burbank High School
BRYANT, Dylan	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	03-01-19	04-30-19	Burroughs High School
BURCH, Benjamin	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	03-01-19	04-30-19	Burroughs High School
CALZADILLA, Jose	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	03-01-19	04-30-19	Burroughs High School
CASTRO, Bernardo	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	03-01-19	04-30-19	Burroughs High School
EVANS, Shaun	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4318500		13.09	F	04-01-19	04-30-19	Burbank High School
HOLDREN, Rand	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	03-01-19	04-30-19	Burroughs High School
LEE, Timothy	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4318500		13.09	F	04-01-19	04-30-19	Burbank High School
MCGARRAH, Shane	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4318500		13.09	F	04-01-19	04-30-19	Burbank High School
OSPINA, Michael	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	03-01-19	04-30-19	Burroughs High School
PRECIADO, Jorge	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4318500		13.09	F	04-01-19	04-30-19	Burbank High School
RECCHIA, Keith	Short Term- Athletic	01.0-90904.0-15001-42000-2171-4328100		13.09	F	03-01-19	04-30-19	Burroughs High School
WILKINS, Jessica	Short Term- Performing Arts	01.0-90201.0-17006-41002-2171-4318500		13.09	F	04-01-19	04-30-19	Burbank High School
ZAMBRANO, Kevin	Short Term- Athletic	01.0-90904.0-17011-41000-2171-4318100		13.09	F	02-01-19	02-28-19	Burbank High School

Signature

Title: Assistant Superintendent, Human Resources Services

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

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19000026	WRIGHT'S SUPPLY INC	C/O 1: INCREASE BY $1,500.00; 2018-19 BLANKET ORDER; EQUIPMENT MAINTENANCE AND REPAIR MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$6,500.00
19000045	H & H AUTO PARTS WHOLESALE	C/O 1: REDUCE BY $5,000.00; 2018-19 BLANKET ORDER; VEHICLE REPAIR AND MAINTENANCE MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$5,000.00
19000046	GRAINGER INC	C/O 1: INCREASE BY $18,500.00; 2018-19 BLANKET ORDER; FACILITY AND EQUIPMENT REPAIR AND MAINTENANCE MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$73,500.00
19000087	AVIS RENT-A-CAR	C/O 3: INCREASE BY $1,200.00; 2018-19 BLANKET ORDER; ATHLETIC TRANSPORTATION	BURBANK HIGH SCHOOL	010	$7,907.00
19000296	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: INCREASE BY $300.00; 2018-19 BLANKET ORDER "ONLINE" OFFICE SUPPLIES	PURCHASING SERVICES	010	$700.00
19000311	LANGUAGE RESOURCE OF AMERICA, INC	C/O 1: INCREASE BY $30,000.00 - BD 4/4/19; CONSULTANT AGREEMENT; INTERPRETER & TRANSLATOR SERVICES; SPECIAL EDUCATION; BOARD APPROVED 6/7/18	SPECIAL EDUCATION	010	$80,000.00
19000484	AMAZON CAPITAL SERVICES	C/O 1: INCREASE BY $1,250.00; 2018-19 BLANKET ORDER; TECHNOLOGY SUPPLIES; DISCRETIONARY FUNDS	TECHNOLOGY SERVICES	010	$3,250.00
19000577	PMC CONCRETE CONTRACTORS INC	C/O 1: INCREASE BY $914.00 - BD 2/7/19; CUPCCAA BID 1718-081 REPLACEMENT OF LUNCH SHELTER ASPHALT @ MILLER ES; BOARD APPROVED 6/7/18	MILLER ELEMENTARY	010	$59,604.00
19000813	UNITED BUSINESS MAIL	C/O 1: REDUCE BY $1,482.82; 2018-19 BLANKET ORDER; DISTRICT MAIL PICK-UP SERVICE	PERSONNEL SERVICES	010	$6,000.00
19000864	MASSADI ENTERPRISES	C/O 1: INCREASE BY $2,210.00; CARRYOVER PO 18004019; DSA INSPECTION SERVICES FOR ON-SITE MODULAR CLASSROOMS @ ADULT SCHOOL; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$3,850.00
19000885	TRANSIT SYSTEMS UNLIMITED, INC	C/O 1: REDUCE BY $10,000.00; 2018-19 BLANKET ORDER; ATHLETIC TRANSPORTATION	JOHN BURROUGHS HIGH SCHOOL	010	$5,000.00
19000917	MACIAS, SANDRA	C/O 1: INCREASE BY $300.00; 2018-19 BLANKET ORDER; REIMBURSEMENT TO TEACHER FOR CULINARY ARTS CLASS SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,650.00
19000931	DRIFTWOOD DAIRY	C/O 1: REDUCE BY $300.00; 2018-19 BLANKET ORDER; CULINARY ARTS SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,400.00

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19000932	HANDY MARKET	C/O 1: REDUCE BY $300.00; 2018-19 BLANKET ORDER; CULINARY ARTS SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,000.00
19000934	GOLD STAR FOODS	C/O 1: INCREASE BY $300.00; 2018-19 BLANKET ORDER; CULINARY ARTS SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3,950.00
19001006	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 3: INCREASE BY $388.64; 2018-19 BLANKET ORDER "ONLINE" SCHOOL SUPPLIES	MAGNOLIA PARK	010	$763.64
19001446	PALI INSTITUTE	C/O 2: INCREASE BY $16,225.00 - FINAL INSTALLMENT; PARTIAL PAYMENT OF OUTDOOR SCIENCE CAMP AT PALI INSTITUTE; BOARD APPROVED 9/6/18	ROOSEVELT ELEMENTARY	010	$30,385.00
19002059	PMC CONCRETE CONTRACTORS INC	C/O 1: INCREASE BY $29,908.00 - BD 3/7/19; CARRYOVER PO 18001162; 1617-051 #2 PERM MODULAR CLASSROOMS; PHASE II; BLDG/SITE CONCRETE; HARTE ES; BOND FUNDS; BD 4/20/17	BRET HARTE ELEMENTARY	213	$113,252.00
19002269	GRAYBAR	C/O 1: INCREASE BY $500.00; 2018-19 BLANKET ORDER; TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	010	$1,000.00
19002612	KREISBERG, ROBYN	C/O 1: INCREASE BY $2,150.00; CONSULTANT AGREEMENT; MUSIC LESSONS; GIFT FUNDS; BOARD APPROVED 9/20/18	EDISON ELEMENTARY	010	$4,300.00
19002624	STROH, JUDIE	C/O 1: INCREASE BY $2,040.00; CONSULTANT AGREEMENT; PIANO ACCOMPANIMENT; GIFT FUNDS; BOARD APPROVED 10/4/18	JORDAN MIDDLE SCHOOL	010	$3,860.00
19002905	UME FEDERAL CREDIT UNION	C/O 1: REDUCE BY $180.00; STUDENT AWARDS	JEFFERSON ELEMENTARY	010	$216.53
19002948	MARTIN, SUSAN	C/O 1: INCREASE BY $1,020.00; CONSULTANT AGREEMENT; STUDENT ASSESSMENTS; SPECIAL EDUCATION; BOARD APPROVED 2/21/19	SPECIAL EDUCATION	010	$1,900.00
19003049	SHIFFLER EQUIPMENT SALES, INC	FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$780.12
19003311	SOUTHWINDS TRANSPORTATION	STUDENT TRANSPORTATION; VARIOUS TRIPS; BAND; ACCOUNTS RECEIVABLE & UNRESTRICTED FUNDS	BURBANK HIGH SCHOOL	010	$5,110.20
19003419	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$228.17
19003446	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; MAA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$42,048.39
19003466	RUSSELL SIGLER INC	C/O 1: REVISE ACCOUNT STRING; REPLACEMENT EQUIPMENT; HVAC; ON-GOING AND MAJOR MAINTENANCE FUNDS	BURBANK HIGH SCHOOL	010	$5,460.68
19003496	PEARSON ASSESSMENT	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	$420.00
19003497	MOBILE DEFENDERS LLC	2018-19 BLANKET ORDER; TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	010	$2,000.00

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19003498	THE BOOMERANG PROJECT	LINK CREW SUPPLIES; MAA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$189.39
19003499	NEARPOD INC	SITE LICENSE; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$4,500.00
19003500	ZING APPS LLC	MOBILE APP SERVICE AND HOSTING FEE; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$3,960.00
19003501	SCHOOL APPTITUDE LLC	MOBILE APP ANNUAL HOSTING FEE; TITLE I FUNDS; BOARD APPROVED 6/21/18	WASHINGTON ELEMENTARY	010	$996.00
19003502	BRAINPOP	SITE SOFTWARE LICENSE; LCAP EIA/LEP FUNDS; BOARD APPROVED 6/21/18	MUIR MIDDLE SCHOOL	010	$1,895.00
19003503	DIGICOACH INC	SITE SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/21/18	LUTHER BURBANK MIDDLE SCHOOL	010	$4,995.00
19003504	KUTA SOFTWARE LLC	SITE SOFTWARE LICENSES; MATHEMATICS; MAA AND ACCOUNTS RECEIVABLE FUNDS; BOARD APPROVED 6/21/18	BURBANK HIGH SCHOOL	010	$957.00
19003505	UME FEDERAL CREDIT UNION	CUSTOM ENVELOPES; ILA	BURBANK ADULT SCHOOL	010	$133.93
19003506	FLOCABULARY LLC	SITE SOFTWARE LICENSE; LCAP EIA/LEP FUNDS; BOARD APPROVED 6/21/18	MUIR MIDDLE SCHOOL	010	$2,000.00
19003507	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS AND CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	EMERSON ELEMENTARY	010	$298.12
19003508	TUNDRA SPECIALTIES	FOOD SERVICES REPAIR MATERIALS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FACILITIES PLANNING SERVICES	130	$116.71
19003509	ARTISTRY IN MOTION INC	EQUIPMENT RENTAL; GRADUATION; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$2,138.77
19003510	TEXTBOOK WAREHOUSE INC	BOOKS; FILM LA FUNDS	JEFFERSON ELEMENTARY	010	$290.52
19003511	REMEDIA PUBLICATIONS	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	MILLER ELEMENTARY	010	$59.59
19003512	REMEDIA PUBLICATIONS	BOOKS; SPECIAL EDUCATION FUNDS	BURBANK HIGH SCHOOL	010	$321.60
19003513	SCHOLASTIC INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$512.78
19003514	SCHOLASTIC INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	DISNEY ELEMENTARY	010	$29.22
19003515	REALLY GOOD STUFF LLC	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	MILLER ELEMENTARY	010	$87.53
19003516	DEMCO INC	CLASSROOM SUPPLIES	EMERSON ELEMENTARY	010	$74.56
19003517	ATTAINMENT COMPANY INC	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$319.24
19003518	BERTRAND'S MUSIC	MUSICAL INSTRUMENTS AND EQUIPMENT; FILM LA AND GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,106.02
19003519	TOURCOACH CHARTER & TOURS TRANSPORTATION	STUDENT TRANSPORTATION; DISNEYLAND; ACOUNTS RECEIVABLE	MUIR MIDDLE SCHOOL	010	$2,105.25
19003520	SCHOOL SPECIALTY, INC	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$2

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19003521	UME FEDERAL CREDIT UNION	CAFETERIA REPLACEMENT EQUIPMENT; RANGE; CHILD NUTRITION SCHOOL PROGRAM FUNDS	EDISON ELEMENTARY	130	$2,408.56
19003522	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	BRET HARTE ELEMENTARY	010	$51.39
19003523	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; SPECIAL EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$918.50
19003524	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES & BOOKS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$2,295.32
19003525	THOUSAND PINES OUTDOOR EDUCATORS LLC	2019-20 OSS DEPOSIT; GIFT FUNDS	EDISON ELEMENTARY	010	$2,252.50
19003526	LACOE, OUTDOOR EDUCATION	OUTDOOR SCIENCE ADMISSION; GIFT FUNDS; BOARD APPROVED 9/6/18	EDISON ELEMENTARY	010	$13,244.00
19003527	NEW MEDISCAN II, LLC	CONSULTANT AGREEMENT; TRANSITIONAL ASSESSSMENT; SPECIAL EDUCATION; BOARD APPROVED 4/4/19	SPECIAL EDUCATION	010	$2,950.00
19003528	NATIONAL SCHOOL PRODUCTS	BOOKS; LCFF SUPPLEMENTAL FUNDS	DISNEY ELEMENTARY	010	$435.79
19003529	SCANTRON CORPORATION	TESTING MATERIALS	JORDAN MIDDLE SCHOOL	010	$344.80
19003530	BOYS TOWN PRESS	INSTRUCTIONAL MATERIALS; MAA FUNDS	DISNEY ELEMENTARY	010	$75.98
19003531	BAD WOLF PRESS	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$167.58
19003532	SCANTRON CORPORATION	TESTING MATERIALS	JOHN BURROUGHS HIGH SCHOOL	010	$2,017.75
19003533	SMITH SEATING CO INC	FURNITURE RENTAL; GRADUATION; UNRESTRICTED AND GIFT FUNDS	BURBANK HIGH SCHOOL	010	$25,290.00
19003534	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; JBHS; ACCOUNTS RECEIVABLE	MUIR MIDDLE SCHOOL	010	$318.38
19003535	CUSTOMINK, LLC	CUSTOM SWEATSHIRTS; OSS; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$2,894.06
19003536	LIFE STUDIES LLC	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$17.64
19003537	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; CA SCIENCE CENTER; GIFTS	EDISON ELEMENTARY	010	$1,107.40
19003538	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; STOUGH CANYON; GIFT FUNDS	EDISON ELEMENTARY	010	$765.56
19003539	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; KIDSPACE MUESUM; GIFTS	EMERSON ELEMENTARY	010	$1,010.80
19003540	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; UNDERWOOD FARMS; GIFTS	EDISON ELEMENTARY	010	$1,043.00
19003541	AMAZON CAPITAL SERVICES	BOOKS & INSTRUCTIONAL MATERIALS; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$4,968.14
19003542	BROMAN, RICHARD	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL EQUIPMENT AND SUPPLIES FOR ENGINEERING CLASS; CTE FUNDS	BURBANK HIGH SCHOOL	010	$4,879.11
19003543	PEARSON SCOTT FORESMAN-ADDISON WESLEY	INSTRUCTIONAL MATERIALS; LCFF SUPPLEMENTAL FUNDS	MUIR MIDDLE SCHOOL	010	$1,761.01
19003544	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$3 434

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19003545	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; LOS ANGELES ZOO; GIFTS	EDISON ELEMENTARY	010	$393.30
19003546	FIRST STUDENT, INC	STUDENT TRANSPORTATION; VALLEY TRAILS RANCH; GIFTS	PROVIDENCIA ELEMENTARY	010	$1,233.40
19003547	FOUR WINDS	STUDENT TRANSPORTATION; NORTON SIMON MUSEUM; UNRESTRICTED & FILM LA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,003.00
19003548	BARNES AND NOBLE INC	BOOKS; TITLE I FUNDS	DISNEY ELEMENTARY	010	$34.64
19003550	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	MUIR MIDDLE SCHOOL	010	$54.44
19003551	DOUBLE TREE BY HILTON ONTARIO AIRPORT	LODGING FEES; CTE FUNDS	INSTRUCTIONAL SERVICES	010	$4,918.20
19003552	FOUR WINDS	STUDENT TRANSPORTATION; DISNEYLAND; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$1,260.00
19003553	FOUR WINDS	STUDENT TRANSPORTION; CAL STATE NORTHRIDGE; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$1,260.00
19003554	FOUR WINDS	STUDENT TRANSPORTATION; VERDUGO PARK; GIFTS	MILLER ELEMENTARY	010	$838.00
19003555	FOUR WINDS	STUDENT TRANSPORTATION; VARIOUS TRIPS; GIFTS	MILLER ELEMENTARY	010	$1,389.25
19003556	SERGIO ROBERTO MARTINEZ	STUDENT TRANSPORTATION; LA BREA TAR PITS; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$960.00
19003557	SERGIO ROBERTO MARTINEZ	STUDENT TRANSPORTATION; OCEAN INSTITUTE; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$1,700.00
19003558	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT & ACCESSORIES; TABLET	TECHNOLOGY SERVICES	010	$1,603.47
19003559	TRANSIT SYSTEMS UNLIMITED, INC	STUDENT TRANSPORTATION; VARIOUS TRIPS; ATHLETICS; MAA FUNDS	BURBANK HIGH SCHOOL	010	$3,000.00
19003560	HATCH, ROBIN	REIMBURSEMENT TO TOSA FOR OPEN HOUSE & TRACK MEET SUPPLIES; FILM LA FUNDS	MUIR MIDDLE SCHOOL	010	$189.42
19003561	CHASE, KRISTI	CONSULTANT AGREEMENT; PE INSTRUCTION; GIFT FUNDS; BOARD APPROVED 1/17/19	JEFFERSON ELEMENTARY	010	$3,055.00
19003562	QUINTRON SYSTEMS INC	FC1819-063 REMOVE AND RELOCATE PROJECTOR @ JBHS; FILM LA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,090.25
19003563	LEWIS, CHRISTINA	CONSULTANT AGREEMENT; COLONIAL AMERICA REENACTMENT; GIFT FUNDS; BOARD APPROVED 4/4/19	PROVIDENCIA ELEMENTARY	010	$780.00
19003564	PRO LINE GYM FLOORS INC.	FC1819-064 GYM FLOOR MAINTENANCE @ JORDAN, LUTHER AND MUIR MIDDLE SCHOOLS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$7,800.00
19003565	THE MUSIC CENTER	CONSULTANT AGREEMENT; SCHOOL ASSEMBLY; GIFT FUNDS; BOARD APPROVED 4/4/19	EMERSON ELEMENTARY	010	$1,000.00
19003566	ELESCO	FC1819-065 REMOVE AND REPLACE BATTERIES IN LIFE SAFETY SYSTEM @ JBHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$13,017.05

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19003567	ELESCO	FC1819-066 REMOVE AND REPLACE BATTERIES IN LIFE SAFETY SYSTEM @ BHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$11,797.36
19003568	COSTELLA, LIZ	REIMBURSEMENT TO TEACHER FOR STAFF AWARDS & INSTRUCTIONAL SUPPLIES	MC KINLEY ELEMENTARY	010	$153.69
19003569	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; LACOE OSS; GIFTS	PROVIDENCIA ELEMENTARY	010	$2,347.46
19003570	ACHILLES HOSPITALITY LLC	STUDENT LODGING FOR IMA TRIP; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3,609.30
19003571	ADVANTIDGE INC	OFFICE SUPPLIES	BURBANK ADULT SCHOOL	110	$38.46
19003572	IMAGE SOURCE	WAREHOUSE STOCK; STAPLES	WAREHOUSE	010	$2,707.74
19003573	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$509.95
19003574	SQUADLOCKER, INC.	CUSTOM APPAREL; FILM LA AND MAA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,664.50
19003575	SCOTT ELECTRIC	AUDIO VISUAL SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$385.88
19003576	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$203.93
19003577	AMAZON CAPITAL SERVICES	CLASSROOM FURNITURE	STEVENSON ELEMENTARY	010	$363.60
19003578	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$493.23
19003579	LOS ANGELES TIMES MEDIA GROUP	PRINT ADVERTISEMENT; FILM LA FUNDS	INSTRUCTIONAL SERVICES	010	$307.50
19003580	AMAZON CAPITAL SERVICES	INSTRUCTIONAL EQUIPMENT AND SUPPLIES; TITLE III IMMIGRANT EDUCATION	JOHN BURROUGHS HIGH SCHOOL	010	$1,661.19
19003581	BURBANK WATER AND POWER	HYDRANT FLOW TESTING @ DISNEY ES; BOND FUNDS - THIRD ISSUANCE	FACILITIES SERVICES	213	$300.00
19003582	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; LCAP EIA/LEP FUNDS	MUIR MIDDLE SCHOOL	010	$9,284.38
19003583	HP INC	COMPUTER EQUIPMENT; LAPTOP CHARGING CART; LCAP EIA/LEP FUNDS	MUIR MIDDLE SCHOOL	010	$1,141.19
19003584	S.O.S. SURVIVAL PRODUCTS	SAFETY AND DISASTER SUPPLIES	PURCHASING SERVICES	010	$182.84
19003585	CDW-G - COMPUTER DISCOUNT WHSE	CLASSROOM EQUIPMENT; TELEVISION; ADULT ED GENERAL APPORTIONMENT FUNDS	BURBANK ADULT SCHOOL	110	$390.25
19003586	HUNTINGTON PARK RUBBER STAMP CO	OFFICE SUPPLIES	EDISON ELEMENTARY	010	$99.69
19003587	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT; TELEVISION; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$271.50
19003588	DICK BLICK CO	CLASSROOM SUPPLIES	JORDAN MIDDLE SCHOOL	010	$453.17
19003589	AMAZON CAPITAL SERVICES	BOOKS; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,320.80
19003590	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MILLER ELEMENTARY	010	$461.39

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19003591	CURRICULUM ASSOCIATES INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	MILLER ELEMENTARY	010	$7,733.42
19003592	ABDO PUBLISHING/MAGIC WAGON	LIBRARY BOOKS	EMERSON ELEMENTARY	010	$110.33
19003593	DICK BLICK CO	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$913.18
19003594	DICK BLICK CO	CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$59.31
19003595	DICK BLICK CO	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$1,268.96
19003596	COMPLETE BUSINESS SYSTEMS	CLASSROOM SUPPLIES	JORDAN MIDDLE SCHOOL	010	$514.22
19003597	MAP OF THE MONTH	MAPS; TITLE I FUNDS	MILLER ELEMENTARY	010	$484.78
19003598	NATIONAL SCHOOL PRODUCTS	BOOKS; LCFF SUPPLEMENTAL FUNDS & UNRESTRICTED FUNDS	MC KINLEY ELEMENTARY	010	$1,331.63
19003599	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$356.28
19003600	UME FEDERAL CREDIT UNION	ANNUAL AMAZON PRIME MEMBERSHIP; BOARD APPROVED 6/21/18	PURCHASING SERVICES	010	$131.20
19003601	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; TITLE III IMMIGRANT EDUCATION FUNDS	BURBANK HIGH SCHOOL	010	$8,812.66
19003602	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2018-19 BLANKET ORDER "ONLINE" OFFICE SUPPLIES FOR SUMMER SCHOOL	JOHN BURROUGHS HIGH SCHOOL	010	$1,150.00
19003603	HP INC	COMPUTER EQUIPMENT; LAPTOP CHARGING CART; TITLE III IMMIGRANT EDUCATION FUNDS	BURBANK HIGH SCHOOL	010	$1,141.19
19003604	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2018-19 BLANKET ORDER "ONLINE" OFFICE SUPPLIES; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$1,500.00
19003605	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$952.60
19003606	BARNES AND NOBLE INC	BOOKS; MAA FUNDS	JEFFERSON ELEMENTARY	010	$93.73
19003607	LITERACY RESOURCES, INC.	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$177.35
19003608	KR NIDA CORPORATION	COMMUNICATION EQUIPMENT; RADIOS	EMERSON ELEMENTARY	010	$1,271.71
19003609	INCLUSIVE EDUCATION & COMMUNITY	CONSULTANT AGREEMENT; INCLUSIVE SUPPORT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/4/19	SPECIAL EDUCATION	010	$5,404.03
19003610	AMERICAN RED CROSS	CPR/FIRST AID TRAINING; GIFT FUNDS	CHILD DEVELOPMENT SERVICES	010	$155.00
19003611	SUREWAY TRANSPORTATION	STUDENT TRANSPORTATION; GLENDALE HS	JOHN BURROUGHS HIGH SCHOOL	010	$387.50
19003612	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR EDUCATIONAL EXPENSES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/4/19	SPECIAL EDUCATION	010	$27,700.00

BOARD DETAIL REPORT

Printed between 04/09/2019 & 04/22/2019

PO Number	Vendor	Description	Site	Fund	Total Amount
19003613	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR COUNSELING SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/4/19	SPECIAL EDUCATION	010	$1,500.00
19003614	AMIRMOZAFARI SABET, PIRASTEH	REIMBURSEMENT TO TEACHER FOR TESTING MATERIALS; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$49.99
19003615	HERNANDEZ, BRANDEN	CSEA CLAIM FOR DAMAGE TO PERSONAL VEHICLE	BUSINESS OFFICE	010	$1,000.00
19003616	FERNANDO, GAJAN	BTA CLAIM FOR LOSS OF PERSONAL PROPERTY	BUSINESS OFFICE	010	$130.00
19003617	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$57.99
19003618	CITY OF BURBANK	FIELD TRIP ADMISSION; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$676.00
19003619	VARGAS, WENDY	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR MEETING SUPPLIES	MUIR MIDDLE SCHOOL	010	$209.73
19003620	TEXTBOOK WAREHOUSE INC	BOOKS	EMERSON ELEMENTARY	010	$366.77
19003621	LAMINATOR.COM	OFFICE SUPPLIES	EDISON ELEMENTARY	010	$186.99
19003622	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$146.13
19003623	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	STEVENSON ELEMENTARY	010	$176.40
19003624	STEMFINITY	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	DISNEY ELEMENTARY	010	$4,022.17
19003625	AMAZON CAPITAL SERVICES	PLAYGROUND EQUIPMENT	ROOSEVELT ELEMENTARY	010	$173.36
19003626	LANGUAGE RESOURCE OF AMERICA, INC	CONSULTANT AGREEMENT; INTERPRETER/TRANSLATOR SERVICES; BOARD APPROVED 2/7/19	Student Services	010	$1,200.00
19003627	SOCIAL THINKING	INSTRUCTIONAL SUPPLIES	EMERSON ELEMENTARY	010	$218.53
19003628	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENTS FOR EDUCATION FEES; SPECIAL EDUCATION; BOARD APPROVED 4/4/19	SPECIAL EDUCATION	010	$45,000.00
19003629	DR CARLOS A FLORES	CONSULTANT AGREEMENT; PSYCHOLOGICAL EDUCATIONAL EVALUATION; SPECIAL EDUCATION; BOARD APPROVED 4/4/19	SPECIAL EDUCATION	010	$5,000.00
19003630	CHAIRSLIPPERS.COM	CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$733.17
19003631	REED, JOSEPH	CONSULTANT AGREEMENT; STEM LAB CURRICULUM; GIFT FUNDS; BOARD APPROVED 4/4/19	JEFFERSON ELEMENTARY	010	$20,000.00
19003632	CROWN CITY BUSES, INC.	STUDENT TRANSPORTATION; ROSEMEAD HIGH SCHOOL; GIFTS	JOHN BURROUGHS HIGH SCHOOL	010	$850.00
19003633	UME FEDERAL CREDIT UNION	BUS & METRO TRANSPORTATION FOR FAMILIES IN TRANSITION; TITLE I FUNDS	Student Services	010	$546.00
19003634	FIRST STUDENT, INC	STUDENT TRANSPORTATION; LEONIS MUSEUM; GIFTS	EDISON ELEMENTARY	010	$438.92

BOARD DETAIL REPORT

Printed between 04/09/2019 & 04/22/2019

PO Number	Vendor	Description	Site	Fund	Total Amount
19003635	RUSSELL SIGLER INC	REPLACEMENT EQUIPMENT; HVAC; ON-GOING AND MAJOR MAINTENANCE FUNDS	BURBANK ADULT SCHOOL	010	$4,966.17
19003636	ICS SERVICE CO.	1516-059 2016 LOW VOLTAGE UNIT PRICE BID FOR PW CONTRACTS; BOGEN EMERGENCY PAGING SYSTEM @ EDISON ES; BOND FUNDS; BD 3/7/19	EDISON ELEMENTARY	213	$96,935.36
19003637	ACCO BRANDS USA LLC	OFFICE SUPPLIES	MUIR MIDDLE SCHOOL	010	$148.01
19003638	ANDERSON'S	CUSTOM LANYARDS; FILM LA FUNDS	MUIR MIDDLE SCHOOL	010	$287.19
19003639	ENTERTAINER COACH TOURS WORLDWIDE, LLC	STUDENT TRANSPORTATION; MOONLIGHT AMPHITHEATER; ACCOUNTS RECEIVABLE AND GIFT FUNDS	BURBANK HIGH SCHOOL	010	$8,900.00
19003640	SPECIAL EDUCATION PARENT	REIMBURSEMENT TO PARENT FOR TRAVEL EXPENSES; SPECIAL EDUCATION; BOARD APPROVED 4/18/19	SPECIAL EDUCATION	010	$7,500.00
19003641	VISTA HIGHER LEARNING	BOOKS; TITLE III-LEP FUNDS	JORDAN MIDDLE SCHOOL	010	$7,112.59
19003642	SOUTHWEST SCHOOL & OFFICE SUPPLY	OFFICE SUPPLIES	COMMUNITY DAY SCHOOL	010	$180.69
19003643	PITNEY BOWES PRESORT SERVICES, INC	2018-19 BLANKET ORDER; DISTRICT MAIL PICK-UP SERVICE	PERSONNEL SERVICES	010	$1,482.00
19003644	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$28.65
19003645	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$21.94
19003646	RIDDELL	RECONDITIONING OF FOOTBALL HELMETS	BURBANK HIGH SCHOOL	010	$8,655.88
19003647	UME FEDERAL CREDIT UNION	CAFETERIA REPLACEMENT EQUIPMENT; RANGE; CHILD NUTRITION SCHOOL PROGRAM FUNDS	PROVIDENCIA ELEMENTARY	130	$2,408.56
19003648	SILVER CREEK INDUSTRIES, INC.	CARRYOVER & INCREASE PO 18001120 BY $105,319.56 - BD 3/7/19; 1516-066 DSA MODULAR BLDG PHASE II @ STEVENSON; PB #CHULA VISTA; BOARD APPROVED 2/2/17	STEVENSON ELEMENTARY	213	$105,319.56
19003649	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM FURNITURE	JORDAN MIDDLE SCHOOL	010	$3,409.14
19003650	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION: COLBY RANCH OSS; GIFTS	EDISON ELEMENTARY	010	$785.00
19003651	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	2018-19 BLANKET ORDER "ONLINE" OFFICE SUPPLIES; SPECIAL EDUCATION WORKABILITY GRANT	SPECIAL EDUCATION	010	$100.00
19003652	MYSTERY SCIENCE INC	SOFTWARE SUBSCRIPTION RENEWAL; BOARD APPROVED 6/22/18	PROVIDENCIA ELEMENTARY	010	$999.00
19003653	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; RONALD REAGAN LIBRARY; MAA	MUIR MIDDLE SCHOOL	010	$1,300.56
19003654	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	EDISON ELEMENTARY	010	$57.32
19003655	NICK RAIL MUSIC INC	MUSICAL INSTRUMENTS & EQUIPMENT	LUTHER BURBANK MIDDLE SCHOOL	010	$2,9

BOARD DETAIL REPORT

Printed between 04/09/2019 & 04/22/2019

PO Number	Vendor	Description	Site	Fund	Total Amount
19003656	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	EDISON ELEMENTARY	010	$187.52
19003657	SOUTHWEST SCHOOL & OFFICE SUPPLY	OFFICE SUPPLIES	STEVENSON ELEMENTARY	010	$360.27
19003658	RAPTOR TECHNOLOGIES LLC	VISITOR MANAGEMENT SYSTEM EQUIPMENT	JORDAN MIDDLE SCHOOL	010	$545.74
19003659	AMAZON CAPITAL SERVICES	VISITOR MANAGEMENT SYSTEM EQUIPMENT	JORDAN MIDDLE SCHOOL	010	$93.70

PO Count: **191** **Total:** **$1,057,799.10**

Printed between 04/09/2019 & 04/22/2019

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	180	$732,729.65
110	Adult Education Fund	4	$4,328.70
130	Cafeteria Fund	3	$4,933.83
213	Building Fund - 3rd Issuance	4	$315,806.92
		Total:	**$1,057,799.10**

5/16/2019

To the Superintendent of Schools:

Request for the authorization of the following warrants is presented for your approval subject to the action of the Board of Education.

Warrants	Payroll		Warrants	Commercial	
6146417	6146440		25222988	25223015	
6147569	6147593		25169406	25226160	
6148392	6148404		25228314	25228340	
6152303	6152304		25231118	25231163	
6150058	6150229		449830	449831	
6153677	6153680		25233908	25233940	
2383418	2384098		25236460	25236492	
2401032	2401039		25238766	25238789	
			25241395	25241414	
			25243247	25243264	
			25245341	25245412	
			450819	450819	

4/15/19 - 4/25/19	**$ 1,142,362.62**	**4/11/19 - 4/24/19**	**$ 1,834,800.10**

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tom Kissinger, Assistant Superintendent, Educational Services
PREPARED BY:	Tom Kissinger, Assistant Superintendent, Educational Services
SUBMITTED BY:	Teri Smith, Administrative Secretary
DATE:	May 16, 2019
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 by the District to ensure that District students receive the services they require. All consultant requests must be approved by the Board of Education prior to services being rendered

Discussion/Issues:

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

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Tom Kissinger, Assistant Superintendent, Educational 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

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BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
RATIFICATION/APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES
Board Meeting Date: May 16, 2019

Site	Name	Purpose	Dates	Cost	Appropriation Number & Program Name
Instructional Services	Mad Science of Los Angeles	Mad Science provides fun, interactive, and educational activities that instill a clearer understanding of science, engineering, and technology. Mad science will provide 6 workshops during the Dual Immersion Summer Camp program.	5/17/19 through 6/30/19	Not to exceed $4,160	010-90201.0-11100-10000-5810-7428710 (Dual Immersion Summer School Gift Funds)
Instructional Services	The Music Center	The Music Center will provide theatre arts workshops in Spanish to our students in the Dual Immersion Summer Camp program	5/17/19 through 6/30/19	Not to exceed $1,039	010-90201.0-11100-10000-5810-7428710 (Dual Immersion Summer School Gift Funds)
Instructional Services	David Prather	Mr. Prather earned his BA degree from Princeton University and American Conservatory Theatre. He currently works at the Music Center as an actor and teaching artists. At the Dual Immersion Summer program, he will provide the assembly "John and Juan". During this assembly, students will learn about California history, States Hispanic heritage, and about early Spanish explores.	5/17/19 through 6/30/19	Not to exceed $625	010-90201.0-11100-10000-5810-7428710 (Dual Immersion Summer School Gift Funds)

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 17th day of May 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Mad Science of Los Angeles, hereinafter referred to as "Consultant."

Payee's Name: Mad Science of Los Angeles Daytime Phone Number: 818-909-6777

Mailing Address: 15815 Monte Street, Unit 101

Sponsoring Administrator: Dr. Peter Knapik, Director of Elementary Education

Board Approval: May 16, 2019

Account Code: 010-90201.0-11100-10000-5810-7428710

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $4,160.00
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on May 17, 2019 and terminating on June 30, 2019.
4. Consultant will provide the following services:

   Mad Science of Los Angeles will provide 6 (six) workshops during Dual Immersion Summer Camp

4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Thomas P. Kissinger 5-17-19

Fiscal Services Administrator Date Consultant Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and si 445
forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10

Proposal

Mad Science of Los Angeles
15815 Monte St. Suite 101
Sylmar, CA 91342
losangeles.madscience.org

date
May 3, 2019

Event Date

Valid Until

sent to
Jennifer Goldenberg
jennifergoldenberg@burbankusd.org
349 W. Valencia Ave.

Burbank, CA
91506,

Comment: Comment: Burbank Unified School District Dual Immersion Program at Mckinley Elementary

item	quantity	rate	total
Mad Science Week One - Movie Effects Friday, June 7th Class One - 23 students ($220) 8:35-9:35AM Class Two - 24 students ($220) 9:50-10:50AM Class Three - 28 students ($240) 11:15-12:15PM	1	$680.00	$680.00
Mad Science Week Two - All About Animals Monday, June 10th Class One - 25 students ($220) 8:35-9:35AM Class Two - 24 students ($220) 9:50-10:50AM Class Three - 20 students ($200) 11:15-12:15PM	1	$640.00	$640.00
Mad Science Week Three - Kitchen Chemistry Tuesday, June 18th Class One - 24 students ($220) 8:35-9:35AM Class Two - 23 students ($220) 9:50-10:50AM Class Three - 21 students ($220) 11:15-12:15PM	1	$660.00	$660.00
Mad Science Week Three - Tantalizing Taste/Mix It Up Thursday, June 20th Back to Back, Different Topics Class One - 24 students ($220) 8:35-9:35AM Class Two - 23 students ($250) 9:50-10:50AM Class Three - 21 students ($250) 11:15-12:15PM	1	$720.00	$720.00
Mad Science Week Four - Body Basics/Seeking Our Senses Monday, June 24th Back to Back, Different Topics Class One - 23 students ($250) 8:35-9:35AM Class Two - 23 students ($250) 9:50-10:50AM Class Three - 15 students ($200) 11:15-12:15PM	1	$700.00	$700.00
Mad Science Week Four - Mission Nutrition Thursday, June 27th Class One - 23 students ($220) 8:35-9:35AM Class Two - 23 students ($220) 9:50-10:50AM Class Three - 15 students ($200) 11:15-12:15PM	1	$640.00	$640.00
Travel Fees - 6 Scientists	6	$20.00	$120.00

Proposal

Mad Science of Los Angeles
15815 Monte St. Suite 101
Sylmar, CA 91342
losangeles.madscience.org

Subtotal	**$4,160.00**
Tax 1	**$0.00**
Tax 2	**$0.00**
Total	**$4,160.00**

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 17th day of May 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and The Music Center, hereinafter referred to as "Consultant."

Payee's Name: The Music Center Daytime Phone Number: 213.972.7211

Mailing Address: 135 N. Grand Avenue, Los Angeles, CA 90012

Sponsoring Administrator: Dr. Peter Knapik, Director of Elementary Education

Board Approval: May 16, 2019

Account Code: 010-90201.0-11100-10000-5810-7428710

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $1,039.00
2. Amount to include pre-planning fee and mileage.
3. The term of the Agreement shall be the period commencing on May 17, 2019 and terminating on June 30, 2019.
4. Consultant will provide the following services:

   The Music Center will provide 6 (six) workshops during Dual Immersion Summer Camp

4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Thomas P. Kissinger 5-17-19

Fiscal Services Administrator Date

Consultant Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and si 448
forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10

THE MUSIC CENTER

135 NORTH GRAND AVENUE
LOS ANGELES, CA 90012

CONTRACT FOR SERVICES

April 22, 2019

Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
(818)729-4400

Jennifer Goldenberg, Coordinator of EL Services
JenniferGoldenberg@burbankusd.org
(818) 729-4495

SERVICES TO BE PROVIDED
SCHOOL YEAR 2018-2019

SUMMER DUAL IMMERSION STUDENT ENGAGEMENT WORKSHOPS

A. David Guerra – Theatre – Tuesday, June 4, 2019 and Thursday, June 6, 2019
   1. Pre-workshop planning – 3 hours @ $110. per hour **$330.**
   2. Six (6) - one hour workshops in Spanish (three each day) @ $110. per hour **$660.**

Administrative Fee @ 5% **$49.**

NOT TO EXCEED PROJECT TOTAL = $1,039.

Burbank Unified School District

I. This agreement shall be in effect from May 31, 2019 through June 30, 2019, or shall be effective until termination by mutual agreement, or at any time, with or without cause by giving the other party notice of such action at least 30 days prior to the effective date. Should this contract require modifications during this period, it will be amended by mutual agreement of all parties and shall be in writing in the form of an addendum to this agreement.
II. An invoice will be provided at the completion of services in this agreement, no later than June 30, 2019. Terms are net 30 days.

SCHEDULE: June 4, 2019 through June 6, 2019

TERMS AND CONDITIONS:

1. The Performing Arts Center of Los Angeles County (Music Center) has agreed to supply and the above named Organization has agreed to purchase the program(s) and/or workshop(s) described in SERVICES TO BE PROVIDED, above, for the total amount shown.
2. Events may be cancelled or rescheduled by the Organization with at least two business days' notice to Music Center's School Programs without penalty. The Organization will be charged for any event cancelled with less than two business days' notice.
3. In the event that a program or workshop is canceled for any reason by the artist or by the Music Center, it is understood and agreed that the program or workshop will be rescheduled at a mutually convenient time and that the Performing Arts Center of Los Angeles County will not be liable for any financial consequences.
4. NO FILMING, TAPING OR VIDEOTAPING OF ANY PROGRAM IS PERMITTED, DUE TO CONTRACTUAL AND UNION RESTRICTIONS.
5. Workshop and performance space, program equipment and/or materials are the responsibility of the Organization. Material charges referenced above refer only to additional material to be provided by the artist and/or the Music Center.

* * * * * * * * * * * * * * * * * * * *

Please sign, date and return one copy to Music Center School Programs, attention: Keith Wyffels, by May 24, 2019

4-22-19

Performing Arts Center of Los Angeles County — Date
Keith Wyffels, Associate Vice President of Education

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 17th day of May 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and David Prather, hereinafter referred to as "Consultant."

Payee's Name: David Prather Daytime Phone Number:

Mailing Address: ↳

Sponsoring Administrator: Dr. Peter Knapik, Director of Elementary Education

Board Approval: May 16, 2019

Account Code: 010-90201.0-11100-10000-5810-7428710

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $625.00
2. Amount to include presentation and mileage.
3. The term of the Agreement shall be the period commencing on May 17, 2019 and terminating on June 30, 2019.
4. Consultant will provide the following services:

   David Prather will provide 1 (one) assembly during Dual Immersion Summer Camp

4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Honor A. Kwing 5-17-19

Fiscal Services Administrator Date Consultant Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and si
forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10

INVOICE FOR SERVICES

MAY 3, 2019

FROM: DAVID PRATHER, PRESENTER, "JOHN AND JUAN"

TO: JENNIFER GOLDENBERG, COORDINATOR OF EL SERVICES

818 729-4495

DEAR MS. GOLDENBERG,

THIS IS TO SERVE AS CONFIRMATION AND INVOICE OF OUR AGREEMENT TO PRESENT MY ASSEMBLY PROGRAM "JOHN AND JUAN" AT MCKINLEY ELEMENTARY SCHOOL IN BURBANK ON JUNE 5TH AT AN HOUR TBD. THE FEE FOR THE SINGLE PRESENTATION IS $625, DUE UPON COMPLETION OF THE SHOW. PLEASE ARRANGE FOR A CHECK TO BE MADE OUT IN MY NAME AND MAILED TO THE ABOVE ADDRESS.

SINCERELY, DAVID PRATHER

818-780-1400



JOHN AND JUAN

"John and Juan" is a lively romp through the history of the Golden State. John, a native Californian, learns from the immigrant Juan about the State's Hispanic heritage, including early Spanish explorers, the original settlers of El Pueblo de Los Angeles, and Father Junipero Serra, the Chumash indians, and the missions along El Camino Real...and John shares with Juan the excitement of the Gold Rush.

In humorous scenes, great hisoric moments are reenacted with tongue in cheek (a can of spam somehow makes its way into the story!) as John and Juan learn they share a common heritage. 'Whoopi Ti Yi Yo' meets 'Cielito Lindo' as they sing their favorite cowboy/vaqero songs and forge a friendship celebrating the best of both cultures.

Actors: David Prather, Armando Ortega; Written by David Prather

ADDITIONAL INFO

- **Grades:** 3-6
- **Cost:** $550

Download attachments:
Classroom Connection Guide

SIGN UP FOR OUR NEWSLETTER

Enter your email address to signup for the Enrichment Works newsletter!

What's Happening on Facebook

DAVID PRATHER

Actor/ Writer/ Teaching Artist

"Defiant Requiem" w /Murry Sidlin conductor, Pacific Symphony and Chorale: Actor, Segerstrom and Royce Halls 2019

Arts Integration Symposium, Music Center, Presenter 2018

"Eyewitness Views" Getty Museum, 2017

A Lincoln Portrait, Copland, Narrator w/Chapman Wind Ensemble, Nicholas Christopher, conductor, 2017

"Exiled Dreams: Jewish Composers in Hollywood" Writer, Actor, Chapman University and Pacific Symphony, 2017

"Decoding Shostakovich" Actor w/ The Pacific Symphony, Segerstrom Hall, Carl St. Clair, conductor. 2015

"Tchaikovsky and Mme. Von Meck" Actor, Performed at USC with Thornton School Orchestra, Carl St. Clair, conductor. 2016

"Under the Concord Sky": Writer/Actor Original work for San Francisco Symphony (Performance at Chapman University, 2015)

Walt Disney Concert Hall: Host, Holiday Sing-A-Long, 2005-2015
(with Julie Andrews 2012, 2013) (with Drew Carey 2014)

Very Special Arts Festival, Music Center, Host, 2010--2018
'Summer Sounds" Hollywood Bowl: Host/Actor 1997—2008

"Histoire du Soldat": Director/Actor San Francisco Symphony 2010

"Keeping Score": Faculty, Teacher Institute, S.F. 2004-2010
(Includes original theatrical presentations as W.S. Gilbert and Sergei Prokofiev)

Music Center of Los Angeles, Education Division: Master Teaching Artist, Performing Artist, Institute Leader: 1986—2019

(Institute Leader, NEA Anchor Work, "The Negro Speaks of Rivers" 2005)
(Institute Co-leader, Theatre and Language Arts, 2003)

Segerstrom Performing Arts Center, Orange County: Performing/Teaching Artist Roster, 2001-2019

"When Harlem Was in Vogue": Original play, commissioned by Alley Theatre, Houston, Texas Writer/Actor/Director 2005-2006

Alley Theatre, Houston, Texas: Touring Artist, Education and Community Outreach, 1999-2006

'Creation Myths" Solo show, Skirball Museum, 2013

"Imagining the Orient": Actor/Writer Getty Museum, 2002

La Cosecha, New Mexico Dual Language Conference, Presenter, 2005-2019

"The Bully Dudes": Actor/Writer, 2007-2019

"Star-Spangled Poetry": Actor/Writer, 2008-2019

"Yankee Doodle Poetry": Actor/Writer, 2010-2019

"Poetry Jam": Actor/Writer, 2001-2019

"John and Juan": Actor/Writer, 1998-2019

Class Act: "Preludes" w/Pacific Symphony, 2015

Burbank Youth Summer Theatre Institute, Shakespeare, Director 2008-2016

Toyota Symphonies for Youth, Peninsula Fair, Pasadena Showcase House concerts with L.A. Phil 2005-2010

"We Tell Stories", Company Member/Actor, 1986-1993

Mark Taper Forum: Shakespeare Repertory, 1984-1985

Training: Stella Adler, Rachel Rosenthal, Jose Quintero, Actors Gang/Tim Robbins, George Bigot/Theatre du Soliel, American Conservatory Theatre, San Francisco

Princeton University, B.A.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 16, 2019
SUBJECT:	Approval of Participating Partnership Agreement with City of Burbank for Animal Care Course

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Background:
The Burbank Unified School District (BUSD) is completely responsible for the operation of its Career Technical Education programs. Until last year the BUSD has contracted annually with the Los Angeles County Office of Education to participate in the Regional Occupational Program. This is no longer an option for us and the Los Angeles County Office of Education no longer provides these services. In order to strengthen and grow Career Technical Education throughout California, the state has made available competitive grant funds for school districts. Burbank Unified School District has received two Career Technical Education grants, the California Career Pathways Trust Grant and the Career Technical Education Incentive Grant. These grants have the goal of establishing quality programs with clearly defined career pathways for students. One of the career pathways that the District offers is in Animal Care.

District Wide Goals for 2018-2019:
5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes and programs.

Discussion and Issues:
This agreement is between the BUSD and the City of Burbank to allow our students to participate in a CTE Animal Care class at the Burbank Animal Shelter. This class is extremely popular and many graduates have gone on to either work in the field or continued on to college to further their study with the intention of pursuing a career in animal science. Part of the success of the program is the fact that the students get to take their class at the Burbank Animal Shelter. This agreement is a renewal of the one-year agreement the District has with the City of Burbank.

Recommendation:
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and the City of Burbank, effective August 21, 2019 through August 20, 2020, and that the authority to sign the agreement be exercised pursuant to BUSD–AR 3314, as presented.

Burbank Unified School District

Contract
For
Use of Facilities and Services
Burbank Unified School District
&
Participating Internship Partner

The Burbank Unified School District, a public educational entity, located at 1900 W. Olive Avenue, Burbank CA 91506, hereinafter referred to as "BUSD", and City of Burbank, a municipal corporation, located at 275 E. Olive Avenue, Burbank CA 91502, hereinafter referred to as "*Participating Internship Partner*", mutually agree as follows:

1. **BASIS OF CONTRACT**
BUSD maintains a wide array of career technical courses that prepare students for college and the work place. The BUSD also enters into contracts with *Participating Internship Partner* sites for the use of facilities and services, such as internships, for school district operated programs in such facilities.

2. **TERM**
This contract is effective for one year from the effective date of 8/21/2019 through 8/20/2020. Participating Internship Partner shall have the option to annually renew this contract for an additional year on the same terms and conditions upon thirty days' written notice prior to the end of the term.

3. **RESPONSIBILITIES OF PARTICIPATING INTERNSHIP PARTNERS**
3.1 Provide space and/or services at no cost to the BUSD for conducting the internship program. Said space shall be appropriate for occupational instruction and training in the programs conducted by the school district and shall be available at such times as are mutually agreed upon by the parties hereto.
3.2 Provide and maintain a training station for each student intern that includes the use of the restroom facilities, access to utility services (lights, heat), and parking spaces. Interns will be exposed to a variety of different work experiences. The *Participating Internship Partner* agrees to complete an end-of-internship evaluation for each student.
3.3 Provide a copy of any policies and procedures that student interns are expected to follow.
3.4 Terminate the internship of any student hereunder at its site if the student does not perform satisfactorily, or if no suitable training station is available.
3.5 Agree that no student intern shall displace any regular paid employees of

Participating Internship Partner, and students shall not be employed or compensated by *Participating Internship Partner* to perform tasks which are included as a part of the instructional program while the students are enrolled in the program.

4. **RESPONSIBILITIES OF BUSD**

4.1 Ensure that the BUSD provide qualified staff for the purpose of providing instruction, oversight, and evaluation to the students enrolled in internship programs located at *Participating Internship Partner's* site. The BUSD shall be responsible for the actions of the students during the operation of the program, including all student discipline. The school instructor will be responsible for regular communication with the BUSD and *Participating Internship Partner.*

4.2 Ensure that school instructors will make at least two on-site contacts per semester with each *Participating Internship Partner* supervisor.

4.3 Ensure that the district school site operating the program provide all instructional materials for the program as required by the school district instructors.

4.4 Ensure that the school site operating the program file a training plan for the aforesaid program operated pursuant to this Contract with Instructional Services. A training plan shall be provided to the *Participating Internship Partner* by the district instructor.

4.5 Ensure that the BUSD administering the internship program shall take out and maintain during the life of this Contract such public liability, property damage, sexual abuse and molestation, and workers' compensation insurance as shall protect the *Participating Internship Partner* and the BUSD. The BUSD's minimum scope and limits of insurance under this Contract shall be at least as broad as the insurance requirements mandated of the *Participating Internship Partner* in Section 6 below. BUSD shall provide a certificate of insurance and name the *Participating Internship Partner* as an additional insured to such insurance. For the purpose of workers' compensation only, students engaged in the internship program hereunder are considered to be special employees of the school district and the school district's liability to students for any injury they might sustain while performing activities under this Contract is limited to worker's compensation benefits.

5. **INSURANCE**

Participating Internship Partner shall provide evidence of liability at the time of execution as proof of the insurance coverage required by this Contract. The *Participating Internship Partner*'s minimum scope and limits of insurance under this Contract are as follows (Coverage shall be at least as broad.):

Commercial General Liability Coverage "occurrence" form to include bodily injury and property damage for, including, but not limited to, premises and operations, contractual liability, independent contractors, broad form liability, and personal injury with a combined single limit of $1,000,000 per occurrence.

Participating Internship Partner may be required to show proof of current insurance upon demand for subsequent contract years.

Workers' Compensation Insurance Coverage - statutory limits and Employer's Liability - $1,000,000

Additional insured endorsement naming Burbank USD

6. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, the *Participating Internship Partner* is an independent contractor and not an officer, employee or agent of BUSD. The *Participating Internship Partner* shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of BUSD.

7. NON-DISCRIMINATION

7.1 Civil Rights Act

Participating Internship Partner hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e (17), to the end that no person shall, on the grounds of race, creed, color, sex, age, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

7.2 Section 504 and Americans with Disabilities Act

Participating Internship Partner hereby assures that it will comply with Section 504 of the Rehabilitation Act of 1973 with regard to federal financial assistance administered by the Department of Health and Human Services and the Americans with Disabilities Act (ADA) of 1990; and other applicable nondiscrimination laws.

8. RECORD RETENTION AND INSPECTION

The *Participating Internship Partner* agrees that BUSD shall have reasonable access to and the right to examine, audit, excerpt, copy or transcribe any records pertaining to this Contract. All records shall be kept and maintained by the *Participating Internship Partner* for a period not less than five (5) years after expiration of Contract.

9. MODIFICATION OR TERMINATION OF CONTRACT

9.1 The Contract may be amended by mutual written consent of the parties and may be terminated by either party upon thirty (30) days advance written notification.

9.2 In the event the conditions at the *Participating Internship Partner* site result in an immediate danger to the health, safety, and/or welfare of BUSD students, BUSD reserves the right to immediately suspend and/or terminate this Contract. BUSD or the designated school shall provide written notice to *Participating Internship Partner*, including the reasons for suspension or termination under this provision. Likewise, in the event any activity pursuant to this Contract causes an immediate danger to the health, safety, and/or welfare of employees and volunteers of the *Participating Internship Partner* and/or the general safety and welfare of the public, the *Participating Internship Partner* has the right to immediately suspend and/or terminate this Contract.

10. ASSIGNMENT

The *Participating Internship Partner* 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 BUSD. If consent is not given by BUSD to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, the *Participating Internship Partner* shall not subcontract the work to be performed pursuant to this Contract without prior written approval of BUSD. The names and qualifications of subcontractors or others whom *Participating Internship Partner* intends to employ other than those identified, shall be submitted to BUSD for prior written approval.

11. 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.

12. 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, 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.

13. GOVERNING LAW/FORUM SELECTION

The parties agree this Contract is made, entered into and executed in Los Angeles County, California, and 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.

14. 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:

BUSD:

Asst. Superintendent, Administrative Services
Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506

Participating Internship Partner:

City of Burbank, a municipal corporation
c/o Burbank Animal Shelter
1150 N. Victory Place
Burbank, CA 91502
Attn: Superintendent Brenda Castaneda

15. TOBACCO-FREE WORKPLACE

The *Participating Internship Partner* hereby agrees to comply with the BUSD Board of Education Policy 3513 which states: "The Board prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles."

16. ALCOHOL AND DRUG-FREE WORKPLACE

The *Participating Internship Partner* hereby certifies under penalty of perjury under the laws of the State of California that *Participating Internship* will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. Seq.), and the BUSD Board Policy 4020.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, *Participating Internship Partner* certifies to the best of its knowledge and belief that it and its principals:

17.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.

17.2 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 or receiving stolen property;

17.3 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,

17.4 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.

18. 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.

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"BUSD"

Burbank Unified School District,
a public educational entity

"*Participating Internship Partner*"

City of Burbank, a municipal corp.

David Jaynes
Assistant Superintendent,
Administrative Services

Date_____

Scott LaChasse
Chief of Police

Date _____

Teacher: _____

Course Title:_____

Subject:_____

District Program#: _____

Expires: _____

Approved as to Form
Office of the City Attorney

By: _____
Title: Sr. Asst. City Attorney
Date: 4/22/19

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for General Education Student 960013446, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a special education student does not agree with the results of an assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $5,250.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Dr. Betty B. Bostani, to provide a Comprehensive Psycho-Educational Evaluation and attend an IEP meeting for Special Education Student 960013446, not to exceed $5,250 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Dr. Betty B. Bostani hereinafter referred to as "Consultant."

Payee's Name Dr. Betty B. Bostani Phone Number [redacted] Email Address [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: May 16, 2019

Account Code: 01.0-65000.0-57700-11900-5850-7440000

The assignment **will or ▪ will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 5,250 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 05/17/19 and terminating on 09/30/19.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Consultant will provide Comprehensive Psychoeducational Assessment for Special Education Student 960013446. This includes full assessment, testing, school observation, record review, scoring, analysis and report writing, travel fees and attendance to IEP.

6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date

Consultant 4/30/19 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for General Education Student 960025403, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student does not agree with the results of an assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $5,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Dr. Carlos A. Flores, to provide an Independent Psycho-Educational Evaluation and attend an IEP meeting for General Education Student 960025403, not to exceed $5,000 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May, 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Dr. Carlos A. Flores hereinafter referred to as "Consultant."

Dr. Carlos A. Flores [redacted] [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted]
City State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval Date: 05/16/19 Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 5,000.
2. The term of the Agreement shall be the period commencing on 05/17/19 and terminating on 12/31/19.
3. Consultant will provide the following services:

   An Independent Psychological-Educational Evaluation and attend IEP meeting for General Education Student 960025403.
   ****Consultant will provide protocols to the District if needed for due process****
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date Consultant Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to conduct a Psycho-Educational Independent Evaluation (IEE) for Special Education Student 960023996, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $5,500.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Karen L. Epport, Ph.D., to provide a Psycho-Educational Independent Evaluation (IEE) and attend an IEP meeting for Special Education Student 960023996, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through December 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Karen L. Epport, Ph.D. hereinafter referred to as "Consultant."

Payee's Name Karen L. Epport, Ph.D. Daytime Phone Number: [redacted] Email: [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill, Superintendent

Signature Date

Board Approval: May 16, 2019

Account Code: 01.0-65000.0-57700-11900-5850-7440000

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

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, for a total not to exceed $5,500 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on:05/17/19 and terminating on 12/30/19.
3. Payment Terms: 45 Days
4. Consultant will provide the following services:

   Consultant will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960023996. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing, travel time to Burbank from Westchester, and attendance at the IEP meeting to review the report/discuss findings.

6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director, Special Education Date

Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Amended Agreement Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for professional services to conduct an Independent Educational Evaluation (IEE) in the area of Speech and Language for the Special Education Student 160003888, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

~~Not to exceed $3,000.~~ Not to exceed $3,200.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an Independent Speech and Language Evaluation (IEE) agreement between the Burbank Unified School District and N. Alissa McFall, MS, CCC-SLP, CEO, to provide an Independent Speech and Language Evaluation (IEE) and attend an IEP meeting for Special Education Student 160003888, not to exceed $3,200 (01.0-65000.0-57700-11901-5850-7440000), effective March 8, 2019 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Board approval date was March 7, 2019, not to exceed $3,000. This amendment adds $200 to the original contract for interpreting services.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and N. Alissa McFall, MS, CCC-SLP, CEO hereinafter referred to as "Consultant."

Payee's Name N. Alissa McFall, MS, CCC-SLP, CEO Daytime Phone Number [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill, Superintendent

Signature Date

Board Approval: ~~March 7, 2019~~ May 16, 2019

Account Code: 01.0-65000.0-57700-11901-5850-7440000

The assignment ▪ **will** or ☐ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ _____ per hour☐/ per day ☐/ per session▪ for a total not to exceed $~~3,000~~ $3,200 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 03/08/19 and terminating on 06/30/19.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Consultant will provide an independent speech and language evaluation (IEE) for Student 160003888. This includes assessment, written report, travel expenses and attendance at IEP. **ADDING $200 FOR INTERPRETING SERVICES.**

6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date

Consultant 5/1/19 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Center for Educational Development and Research (CEDR) is a department of the San Joaquin County Office of Education (SJCOE). CEDR is the developer of programs such as ED-JOIN and Special Education Information Syste (SEIS), among others. Since August 2011 the foothill SELPA and Burbank Unified School District have used SEIS, web-based data organizational system that allows centralized online access for writing IEPs, the management of Special Education data and facilitates the reporting of the California Special Education Management System (CASEMIS) data to the California Department of Education. Since August 2011 the District has contracted with SJCOE to provide integration services that facilitate the transfer of demographic information for special education students from Aeries (the District's student information management service) to SEIS.

Discussion/Issues:

Staff is requesting that the District continue to contract with SJCOE to provide integration services for the SEIS data organization and management system, which supports the bidirectional data transfer from Aeries.

Fiscal Impact:

Not to exceed $2,986.50 annually for three years, for a total of $8,959.50. The annual maintenance fee for professional services from SJCOE for SEIS integration components and services is $1.50 per student based on the current special education count as of the December 1, 2018 CASMIS count. This fee may change based on the number of special education students served by the District.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve the Agreement between Burbank Unified School District (BUSD) and San Joaquin County Office of Education (SJCOE), to provide professional services, effective July 1, 2019 through June 30, 2022, not to exceed $8,959.50, (01.0-65000.0-50010-27000-5632-744-1000), and that authority to sign the agreement be exercised pursuant to BUSD- AR 3314, as presented.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Center for Educational Development and Research
MEMORANDUM OF AGREEMENT

July, 2019

PROGRAMMING AND MAINTENANCE OF SEIS/SIS INTEGRATION COMPONENTS AND SERVICES

This memorandum of agreement constitutes an understanding between the San Joaquin County Office of Education (CEDR Department), a county office of education of the state of California, (SJCOE/CEDR) and the Foothill SELPA on behalf of Burbank Unified School District, (Client), a California school district, concerning design, programming and maintenance of integration components between Special Education Information System (SEIS) and the Client's Student Information System (SIS). Note that any deletions, additions or modifications to this memorandum of agreement must be in writing signed by both parties.

1.0 OVERVIEW OF THE PROJECT

The Client has requested the setup/configuration and support of integration components and services to allow bidirectional data transfer between SEIS and the Client's SIS. SJCOE/CEDR will setup and provide integration services developed using ASP.Net 4.0 to integrate SEIS with Client's SIS. Custom procedures, server jobs, and custom reports will be developed in both systems to facilitate full interoperability and data integrity.

2.0 PROJECT DELIVERABLES

2.1. Programming

SJCOE/CEDR will work closely with the Client in the development stages to set, ascertain and meet milestones as the project is completed. SJCOE/CEDR will program the front-end of the system using Microsoft's Windows Communication Foundation, ASP.Net, and .Net Framework 4.0 to develop the services. For the back-end database SJCOE/CEDR will create SQL Server stored procedures, tables, and SQL Server Integrated Services (SSIS) packages to work with the data merge and updates. The front-end and back-end will be constructed to provide data integrity, efficiency, and scalability.

2.2. Sending Data to SEIS

The SJCOE/CEDR will provide any needed SQL Server scripts or installation packages required to send data prepared by the Client, to SEIS (data must be provided in the structure defined by SJCOE/CEDR). The service will need to be installed on a Windows Server at the Client's location. The service will encrypt and send SEIS the demographic data specified by SJCOE/CEDR. The service will be configured to run on a nightly basis.

As the data is sent via the service, SEIS will update student records based on matching birth date and SIS ID (Student Information System Identifier). All transactions will be logged and to streamline errors all records not added will appear in an exception report with a description of error (i.e. not matching SIS ID, more than one matching SIS ID, etc.) Client agrees to send only special education students from SIS to SEIS.

The exception report will be available for district level users on their SEIS home page. Student records on the exception report will have links to quickly search, add, transfer, or delete the student record.

2.3. SEIS Sending Data to SIS

The SJCOE/CEDR will provide a nightly extract to the Client to facilitate updating data in the Client SIS. The Client will be responsible to process these updates in the SIS once this file is received.

2.4. Security

All data will be transmitted via Web Services will be encrypted via SSL (Secure Socket Layer)/HTTPS and digitally signed via a SOAP signature and message. Also each web server and firewall will be configured to restrict access between the SEIS and Client servers only.

Note: Should Web Services be used, the Client will need to have an SSL (Secure Socket Layer) certificate on the Client's hosted server.

2.5. User Acceptance Period

A "User Acceptance Period" will be established for two months following production implementation for the purposes of refinements and additions to the Web Services based on production feedback. Within these two months, feedback will be provided to CEDRs by the client and responded to by CEDRs within the User Acceptance Period.

3.0 SYSTEM MAINTENANCE

The SEIS data, integrated services, and recurring jobs will be served and hosted on SJCOE/CEDR's secure web and database servers. Maintenance tasks to be undertaken by SJCOE/CEDR during the one year agreement period will include, but not be limited to, the following:

- upgrade and redesign of additions and refinements to the Web Services during the User Acceptance Period as described in section 2.5;
- periodic revisions and additions during the course of the agreement period months; and
- on-going debugging and maintenance of the Web Services and interface screens.

4.0 CLIENT RESPONSIBILITIES

The Client will be expected to perform timely reviews of the deliverables as they are developed.

The Client will be responsible for developing required the stored procedure(s)/queries, jobs/processes, and/or SIS packages needed in the SIS database or application for pulling proper data fields and data types required by the integrated service and any jobs related therein. If the Client is pulling data from SEIS, the Client will be responsible for developing the inserts/updates, jobs/processes, SSIS packages, and/or exception rules for handling the data sent from SEIS.

The Client will be responsible for uptime and maintenance of the Client's Windows Server and hosting any applications/service used in the integrated services.

Minimum Hardware Requirements: Pentium 3 Xeon 1.4Ghz, 2GB RAM and 18 GB Hard Drive Space.

Minimum Software Requirements: Windows 2003, Internet Information Services (IIS) 6.0 and .Net Framework 4.0.

5.0 TERMS OF THE AGREEMENT

The Client agrees to pay the SJCOE/CEDR annual maintenance fees of $1.50 (one dollare and fifty cents), per student based on the current district special education student count as of the December 1 CASEMIS report. The Client's first annual maintenance fee will be Two Thousand, Nine Hundred, Eighty-Six Dollars and Fifty Cents ($2,986.50) based on the student count as of the December 1, 2018 CASEMIS report of 1,991 students. SJCOE/CEDR will invoice the district for this first annual maintenance fee August, 2019.

Note: Subsequent annual fees will be assessed and billed to the district every 12 months during the Term of this agreement following the System Launch Date calculated using the most current December 1 CASEMIS report at time of invoice.

Note: Anything above the standard Integration Services will have a minimum fee of $1,000 (one thousand dollars).

6.0 TERM AND TERMINATION

This Agreement shall be in effect between the SJCOE/CEDR and the Client beginning with the Effective Date and terminating 36 months from the implementation of production ready software (System Launch Date).

Assuming timely provision of required information and required reviews and approvals as deliverables are developed, all work required to provide tested, production ready software shall be completed no later than 60 days after the signing of this Agreement. The User Acceptance Period will begin upon delivery and implementation of production ready software.

Either SJCOE/CEDR or Customer may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective at the end of the current period for which Customer has paid annual fees when the notice of termination is provided. Within thirty (30) days of the effective date of termination of this Agreement, SJCOE/CEDR shall return Customer Data to Customer in an ASCII delimited file format or such other mutually agreeable format.

The provisions under which this Agreement may be terminated shall be in addition to any and all other legal remedies which either party may have for the enforcement of any and all terms hereof, and do not in any way limit any other legal remedy such party may have.

7.0 WARRENTY DISCLAIMER

SJCOE/CEDR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO SERVICES OR DATA MADE AVAILABLE BY PROVIDER, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. SJCOE/CEDR ASSUMES NO RESPONSIBILITY IN CONNECTION WITH THE USE OF ANY OF THE SERVICES OR DATA MADE AVAILABLE BY SJCOE/CEDR. CLIENT AGREES THAT SJCOE/CEDR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE OR DATA ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGE.

8.0 APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of Client to pay for work already completed.

9.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is between two independent contracts and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or

association.

10.0 INDEMNIFICATION

SJCOE/CEDR agrees to indemnify, defend and hold harmless the Client for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence of SJCOE/CEDR.

The Client agrees to indemnify, defend and hold harmless SJCOE/CEDR for and against any and all actions, claims, complaints, formal or informal, caused or the result of negligence or the Client.

Johnny Arguelles, Division Director — Date
Center for Educational Development and Research
San Joaquin County Office of Education

Tamara Schiern, Director — Date
Foothill SELPA on behalf of Burbank Unified School District

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 17th day of May 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and San Joaquin County Office of Education (SJOE/CEDR) hereinafter referred to as "Consultant."

Payee's Name San Joaquin County Office of Education (SJOE/CEDR) Phone Number [redacted] Email [redacted]

Mailing Address: PO Box 213030 Stockton CA 95213

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 5/16/2019

Account Code: 01.065000.0-50010-27000-5632-7441000

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 $ _____ per hour☐/ per day ☐/ per session☐ for a total not to exceed 8,959.50 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: July 1, 2019 and terminating on June 30, 2022.
3. Payment Terms: Net 60 Days
4. Consultant will provide the following services:

   To continue integration services of SEIS to Aeries

6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

_____ _____ 4/30/19
Fiscal Services Administrator Date Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve the agreement for clinical psychology services for selective mutism for Special Education Student 960025268, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

Due to the unique needs of Student, the IEP team is required to contract with in independent consultant to provide direct support. Such support is not available through District staff.

Fiscal Impact:

Not to exceed $4,000

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation, to provide clinical psychology services for selective mutism for Special Education Student 960025268, not to exceed $4,000 (01.0-65000.0-57700-11900-5850-7440000), effective May 17, 2019 through December 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Jessica Richards, A Licensed Clinical Social Worker Professional Corporation hereinafter referred to as "Consultant."

Payee's Name Jessica Richards, A Licensed Clinical Social Worker Professional Corporation Phone Number [redacted]
Email Address [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill (Print Name) Superintendent (Title) _____ (Signature) Special Education (Location)

Board Approval: May 16, 2019

Account Code: 01.0-65000.0-57700-11900-5850-7440000

The assignment **will** or ▪ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __**calPERS** __**cal STRS Retirement Date** _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $200 per hour☒/ per day ☐/ per session☐ for a total not to exceed $ 4,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 05/17/19 and terminating on 12/30/19.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Consultant will provide clinical psychological services for selective mutism for Special Education Student 960025268.

6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education — Date

Consultant — 5/2/19 — Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Tamara Schiern, Director of Special Education and Psychological Services

PREPARED BY: Tamara Schiern, Director of Special Education and Psychological Services

SUBMITTED BY: Sandra Shearer, Administrative Secretary

DATE: May 16, 2019

SUBJECT: Ratification of Reimbursement for Parent (Special Education)

Background:
The Board of Education is being asked to approve parent reimbursement for Special Education Student 960013446 for a Transitional Independent Educational Evaluation.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502). District agreed to fund this assessment, but parent had already paid for it; thus, instead of paying the assessor, District will reimburse parent.

Fiscal Impact:
Not to exceed $3,000.

Recommendation:
Tamara Schiern, Director of Special Education and Psychological Services, recommends that the Board of Education ratify the reimbursement for the Transitional Independent Educational Evaluation to the parent(s) of Special Education Student 960013446, not to exceed $3,000 (01.0-65000.0-50010-36000-5813-7440000), effective April 10, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: District agreed to fund this assessment, but parent had already paid for it; thus, instead of paying the assessor, District will reimburse parent.

BURBANK UNIFIED SCHOOL DISTRICT
Child Development

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tom Kissinger, Assistant Superintendent, Educational Services
PREPARED BY:	Stephanie Fields, Coordinator, Child Development Programs
SUBMITTED BY:	Teri Smith, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Agreements for Professional Services (Child Development)

Background:
For the past several years, the District's Child Care programs have not been able to adequately staff substitute positions for certificated teachers and classified instructional assistants. The problem of more employees absent than available coverage through the District's substitute systems has created a situation where class coverages have often had to be made by supervisory staff. In order to address this, Staff has researched the option of providing substitute coverage via contracted services with outside agencies. Pursuant to Board Policy 3312, the Board of Education's designee, may contract with consultants to provide services that District staff is not able to provide.

District-Wide Goals 2018-2019:
7.10 Develop a plan to recruit, hire, and retain highly qualified, talented, and productive employees.

Discussion/Issues:
The consultant agreements presented are for Child Care Careers (CCC), LLC, dba The Education Team and Direct Ed. Educational Services to provide childcare center substitute teachers and classified instructional assistants for the 2019-2020 school year. These agencies will provide substitute services in circumstances when District substitutes are unavailable. These substitutes sill be requested on an emergency/as needed basis.

Fiscal Impact:
The amounts for these agreements for both agencies, not to exceed $100,000, as listed below
Child Care Careers (CCC), LLC, dba The Education Team $100,000

Recommendation:
Tom Kissinger, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Child Care Careers (CCC) LLC. , dba The Education Team and Direct Ed. Educational Services, to provide substitute teachers and instructional assistants at the District's Child Care programs, not to exceed $100,000 (12.0-XXXXX.X-11100-10000-XX60-XXX0000), effective July 1, 2019 through June 30, 2020, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

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): Burbank Unified School District
Full Legal Name of Entity (Name of Corporation, LLC, or Partnership. NOT the trade name of the school.)

By: Peter J. Knapik
Signature

Title: DIRECTOR

Print Name: PETER J. KNAPIK
Authorized Representative of Customer (Print Name)

Date: 4/20/18

Service Agreement

THE EDUCATION TEAM

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

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

1. A four (4) hour minimum service commitment each day is required for each employee requested from TET. 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 TET 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 Education Team 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. TET 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 TET 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 TET employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize TET 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 TET 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 TET), a current or former TET employee introduced to Customer by TET (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay TET a placement fee according to TET's then current fee schedule. Customer will notify TET in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through TET. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from TET 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 TET 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 TET, and a binding agreement created between TET and Customer on the terms set forth herein, upon TET providing its employees to Customer.

Customer Name: Burbank Unified School District
Full Legal Name of Entity

By: Peter J. Knapik
Signature

Title: DIRECTOR

Print Name: PETER J. KNAPIK
Authorized Representative of Customer (Print Name)

Date: 4/20/18

ChildCare Careers
THE SOURCE FOR CHILD CARE STAFFING
2000 Sierra Point Pkwy, Suite 702 • Brisbane • CA • 94005 • (877) 222-6070

Customer Billing Information

Welcome to **ChildCare Careers**! We look forward to serving you. If you have any questions regarding our invoices please contact our billing department at 650-243-2572. Our invoices are generated after we receive the timesheets back from the substitute and are mailed out once per week. Invoices are due upon receipt.

Legal Business Name : Burbank Unified School District
Street Address : 1900 W. Olive Ave
City, State and Zip : Burbank CA, 91506
Federal Tax ID : 95-6000418
Date Established : _____ State of Formation: _____

If Corporation, LLC, Non-Profit, Government, School District, University, Church:
Name of Authorized Officer : Matt Hill
Title of Person Named Above : Superintendent
If Division or Subsidiary, please write the full name and address of Parent Company
Name: _____ Address: _____

If Partnership or Sole Proprietorship:
Names of Owner(s) or Principal Partner(s): _____

Have you, any affiliates, or any entity of which you were or are an owner or an officer, ever used our services before? ☐ Yes. ☒ No.

If yes, under what name? _____

NEW CUSTOMER INFORMATION

School Name (doing business as): Burbank Unified School

Full Legal Name of Entity: _____

Admin/Billing Address: 1900 W. Olive Ave

City, State, Zip: Burbank CA 91506

Phone: 881 729-4424 Fax: (818) 729-4427

Type of Entity: (Check one) ☒ Public School District ☐ Charter School ☐ Non-Profit Independent School ☐ For-Profit Independent School ☐ Other: _____

Special Requirements: _____

Grades Served: K-5 Total Enrollment: _____

Category(s) Likely to be Requested: (Check one) ☒ After School Teacher ☐ BA + CBEST ☐ 30-Day Sub Teaching Permit ☐ Multiple Subject Credential ☐ Single Subject Credential

Dress Code: Casual

Primary Order Contact

Name: Child Dev Office Title: _____

Phone: 818 729-4424 Fax: 818 729-4427

Email Address: Stephaniefields@burbankusd.org

School Site Information

Site Name: _____

Street: See attached site list

City, State, Zip: _____

Phone: _____ Fax: _____

Site Contact (If different than primary contact): _____

Title: _____ Email Address: _____

Directions and Parking Tips: _____

(Please attach a separate sheet for additional school sites)

********** OFFICE USE ONLY **********

Marketing Specialist Name: _____

Number of Sites: _____ Centralized Ordering: ☐Yes ☐No ☐Primarily After School Program

Billing Status: ☐ Invoice (Credit/Billing Info attached) ☐ Prepay (CC Info attached) ☐ Prepay (Collect at time of order)

New vs. Existing: ☐ New Customer ☐ Dormant Existing Customer (Signed New Contract)

Notes for Placement: _____

Child Development Program/Sites

Washington Children Center
2207 W. Winona Ave
Burbank CA, 91504
818-558-5545
Ages Serves: 3-5 (Preschool)
5-12 (School- Age)
Hours of Operation: 7:00 a.m.-6:00 p.m.
Contacts: Antonia Pallares, Supervisor
Julie Nuno, Office Manager

Bret Harte Children Center
1421 N. Ontario Street
Burbank CA, 91505
(818) 558-5545
Ages Served: 5-12 (School Age)
Hours of Operation: 7:00 a.m.-6:00 p.m.
Contacts: Antonia Pallares, Supervisor
Cory Martinez, Office Manager

Horace Mann Child Development Center
3401 Scott Road
Burbank CA, 91504
818-558-5540
Ages Served: 3 mos.- 5ys
Hours of Operation: 7:00 a.m.-6:00 p.m.
Contacts: Perla Leyvas, Supervisor
Marlene Farazdaghi, Office Manger

Monterey Infant Center
1915 Monterey Ave
Burbank CA 91506
818-729-4424/818-558-3215
Ages Served: 3 mos. -2yrs.
Hours of Operation: 7:00 a.m.-6:00 p.m.
Contact: Stephanie Fields, Coordinator

Direct Contact for Around the Bell Programs is Stephanie Fields/Child Development Office
818-729-4424

Disney Around the Bell
1220 W. Orange Grove Ave
Burbank CA
818-558-5488
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Edison Around the Bell
921 N. Keystone Street
Burbank CA
818-729-0191
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Emerson Around the Bell
720 E. Cypress Ave
Burbank CA
818-558-4727
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Bret Harte Around the Bell
1421 N. Ontario Street
Burbank CA
818-558-5523
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Jefferson Around the Bell
1900 N. Sixth Street
Burbank CA
818-558-4642
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

McKinley Around the Bell
349 W. Valencia Ave
Burbank CA
818-558-5481
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Miller Around the Bell (entrance to the child care located on Cedar Street)
720 E. Providencia Ave

Burbank CA
818-558-5462
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Providencia Around the Bell
1919 N. Ontario Street
Burbank CA
818-558-5475 Ext 11360
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Roosevelt Around the Bell (entrance to child care located on Avon Street)
850 N. Cordova Street
Burbank CA
818-729-3161
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Stevenson Around the Bell
446 N. Avon Street
Burbank CA
818-729-7614
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

Washington Around the Bell (access to the ATB program through the Children Center key pad gate)
2207 W. Winona Ave
Burbank CA
818-558-5555
Ages Served: 5-12 (school-age)
Hours of Operation: 7:00 a.m.-6:00 p.m.

ACCOUNTS PAYABLE CONTACT

Name: Alyssa Low Title: Director of Fiscal Services

Phone: 818 729-4450 Fax: 818-729-4573

Email Address: alyssalow@burbankusd.org

FINANCE MANAGER CONTACT

Name: Carin Wantland Title: Asst. Supervisor Budget & Finance

Phone: 818 729-4472 Fax: 818 729-4459

Email Address: carinwantland@burbankusd.org

INVOICE MAILING ADDRESS

Attention : Child Dev. Dept.

Company Name : Burbank Unified Sch. Dist

Street Address : 1900 W. Olive Ave

City, State and Zip : Burbank, CA 91506

ANY SPECIAL BILLING INSTRUCTIONS

Signed by: _____ Title: _____
(Print Name)

Signature: _____ Date: _____

********** **OFFICE USE ONLY** **********

Credit Approved? ☐ Yes. ☐ No.

Approved / Denied By: _____
(Signature)

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education and Superintendent
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Alyssa Low, Director of Fiscal Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	May 16, 2019
SUBJECT:	Approval of 2019-2020 Budget Calendar

Background:

A budget calendar allows the Board of Education, staff and interested public to access information regarding the various steps in managing a school district budget. The District's board policy calls for a calendar to be developed and reviewed annually by the Board of Education.

Discussion/Issues:

A budget calendar allows all interested parties to see how the various steps in developing and managing a district budget are carried out, and when various reports are developed and published throughout the year. Although the state budget for 2018-19 has not yet been adopted, the District must nevertheless develop and adopt its own budget, process budget transfers, and predict fiscal viability and cash flow using the same schedule of mandatory deadlines as prescribed by the state and the county.

Financial Impact:

None.

Recommendations:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the budget calendar for the 2019-2020 fiscal year, as presented.

Burbank Unified School District
2019-20 Fiscal Year Budget

Budget and Financial Planning Calendar

2019-20	Action	Responsibility
July		
	Accrue final 2018-19 revenues and expenses; Work with Auditors	Business office/Fiscal
	Enter 2019-20 adopted budget figures into computer systems	Business office/Fiscal
August		
	Close the Books for 2018-19; Work with Auditors	Business office/Fiscal
	The District has 45 days after the Governor signs the annual Budget Act to make any revisions.	Business office/Fiscal
	Distribute approved budgets to schools	Business office/Fiscal
September		
	Prepare and Present Unaudited Actuals 2018-19; Report: Work with Auditors	Business office/Fiscal
	District adopts Appopriations Limit resolution (Gann)	Business office/Fiscal
	Budget meetings with all School sites and Departments	Business office/Fiscal
October		
	Work with Auditors on final 2018-19 Fiscal Year review	Business office/Fiscal
	If adopted budget is disapproved by County, Board holds public meeting to review and respond to recommendations on or before October 9	Business office/Fiscal
	Based on enrollment - analyze and enter school site operational budget amendments	Business office/Fiscal
November		
	Work with Auditors; Prepare MD&A for 2018-19	Business office/Fiscal
	Analyze budget and prepare amendments for 1st Interim Report 2019-20	Business office/Fiscal
December		
	Receive 2018-19 Audit Report: Evaluate Findings	Business office/Fiscal
	Present 1st Interim 2019-20 Report - Due to COE Dec 16	Business office/Fiscal
January		
	Present 2018-19 Audit in Public Session; Follow up on Findings/Management Letters	Business office/Fiscal
	Analyze and enter budget amendments	Business office/Fiscal
	Governor announces State 2020-21 budget and initial revenue projections; District develops revenue and expense projections	Business office/Fiscal
February		
	Implement any changes as a result of audit findings	Business office/Fiscal
	Mid Year budget meetings with all School sites Departments 2019-20	Business office/Fiscal
	Analyze budget and prepare amendments for 2019-20 2nd Interim report	Business office/Fiscal

Burbank Unified School District
2019-20 Fiscal Year Budget

Budget and Financial Planning Calendar

March		
	Present 2nd Interim 2019-20 Report - Due to COE Mar 16	Business office/Fiscal
	Annual Audit Contracts due	Business office/Fiscal
	Board of Education approval on contribution levels to Deferred Maintenance and OPEB Pay-as-you-go and OPEB Trust	Business office/Fiscal
	Statutory deadlines for certificated staff reduction (March 15); Staffing finalized	Business office/Fiscal
April		
	Begin close of spending; analyze in preparation to project ending balances.	Business office/Fiscal
	Developer Fee Report	Business office/Fiscal
	Actuarial Study Agreement (Bi-Annual)	Business office/Fiscal
	Develop initial 2020-21 budget	Business office/Fiscal
May		
	Initial estimate of 2019-20 ending balances as spending continues to shut down.	Business office/Fiscal
	Adopt Budget Calendar, Est Budget Priorities, Update Budget Guidelines 2020-21	Business office/Fiscal
	Provide County with district information for the Notice of Public Hearing by May 1	Business office/Fiscal
	Interfund Borrowing resolution	Business office/Fiscal
	Governor issues 2020-21 "May Revise". District studies and revises draft budget as necessary.	Business office/Fiscal
June		
	Finalize 2019-20 estimated actual ending balances	Business office/Fiscal
	EPA Resolution 2019-20	Business office/Fiscal
	County Publishes Newspaper Notice of Public Hearings on both District LCAP and Budget 72 hours in advance of hearing. Agenda, LCAP and Budget available for public inspection at least 3 working days in advance of public hearing.	Business office/Fiscal
	District incorporates in Revisions to LCAP and Budget in consideration of feedback from Public Hearings	Business office/Fiscal
	LCAP Adoption and Budget Adoption (same meeting with LCAP adoption preceding budget adoption). No less than 1 day following public hearings and no later than July 1	Business office/Fiscal

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: John Paramo, Director, Secondary Education

PREPARED BY: Emilio Urioste, Director, Adult Education

SUBMITTED BY: Laura Erisman, Administrative Secretary

DATE: May 16, 2019

SUBJECT: Approval of Agreement for Phlebotomy Technician Training Program

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Background

Burbank Adult School (BAS) offers Career Technical Education courses to meet the needs of its students. Through a partnership with American University of Medical Technology (AUMT), BAS since the fall of 2017 offers a Phlebotomy Technician certification program to provide another certification for those students seeking a career in the field of health occupations. The partnership has been successful fiscally and continues to meet the career training needs of students who desire a career in health care occupations. The current agreement with AUMT expires on May 21, 2019.

2018-2019 District-wide Goal(s):

5. Expand programs to prepare students for college, postsecondary education, training, and/or the workplace from preschool through adult education.

Discussion/Issues

BAS has offered a course for phlebotomy technician certification through an agreement with AUMT since the fall of 2017. The class is offered both the fall and spring semesters. The course provides BAS students who are enrolled in health occupations programs with the opportunity to enhance their certifications. Phlebotomy technicians are in demand as a growing occupation in healthcare. Along with classroom instruction, the course requires 40 hours of an externship placement in order to earn a certificate of completion. The course would be offered on Saturdays for eight hours.

Fiscal Implications

AUMT is providing the instructor and the supplies and equipment for this course. Students will register for the course through AUMT. BAS will provide the classroom where the course would be held and publicize the course in the fall and spring catalog. AUMT will pay BAS $500.00 per student enrolled in each course.

Recommendations

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the agreement between the Burbank Unified School District/Burbank Adult School and American University Medical Technology to provide Phlebotomy Technician Certification training, effective May 22, 2019 through May 21, 2021, and that the authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

AUMT INSTITUTE
THE PHLEBOTOMY SCHOOL

MEMORANDUM OF AGREEMENT

AUMT INSTITUTE The Phlebotomy School at 20300 S. Vermont Ave., Suite 105, Torrance, CA 90502
And
Burbank Adult School 3811 Allan Avenue, Burbank, CA 91505 (818) 558-4611

PURPOSE: This cooperative relationship between the above stated parties, hereto, is made and executed this 22nd day of May, 2019 for the purpose of jointly providing Phlebotomy Technician Certification courses to students enrolled at Burbank Adult School, as well as others who may not be enrolled.

The initial term of this agreement shall be from the date indicated above through 21st day of May 2021 (2 years hence). At the end of the initial term, this agreement shall automatically extend from year to year to a maximum of 4 additional years from the initial agreement date. Either party may terminate this agreement by serving upon the other party a written notice, not less than ninety (90) days in advance of the termination on a date certain. Such termination shall not prevent those students already participating in the Phlebotomy Technician Certification courses from completing their course at Burbank Adult School.

RESPONSIBILITIES: AUMT INSTITUTE The Phlebotomy School understands and agrees to be responsible for the following;

1. Obtaining California Department of Public Health Laboratory Filed Services approval to provide classes at Burbank Adult School as an additional training location of AUMT INSTITUTE The Phlebotomy School.
2. Providing complete Phlebotomy Technician Training courses including a minimum of 40 hours of Externship Training at an approved affiliated Medical Facility.
3. Providing all supplies and equipment needed for staff and students in the referenced classes.
4. Providing competent California department of Public Health-Laboratory Field Services approved Instructors and necessary support staff to teach the referenced courses.
5. Contracting with California Department of Public Health-Laboratory Field Services approved Medical Facilities within a 30 mile radius of the college for student externship purposes.
6. Coordinating student placement at referenced externship sites for purposes of completing the State minimum 40 hour field requirement which shall include an equal balance of clinical laboratory assisting duties and administrative office duties including successful completion of 50 venipunctures and 10 skin punctures.
7. Paying to Burbank Adult School $500.00 per student enrolled in each course. This shall constitute AUMT Institute's financial obligation responsibilities to Burbank Adult School; pursuant to this arrangement.
8. To indemnify and hold harmless Burbank Adult School and its employees/agents from any and all claims, damages, judgments, actions, and causes of Acting arising out of the acts of omissions of AUMT, its employees and agents, including the cost, expenses and legal fees incurred defending any and all such claims, actions and lawsuits. Burbank Adult School agrees to give AUMT written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within 30-days after Burbank Adult School has knowledge thereof.
9. AUMT will provide limited accident insurance coverage for accidents caused by students. The professional liability insurance protection will be a minimum amount of one million dollars per occurrence and three million dollars aggregate. The parties understand and agree that the

responsibility of AUMT for accident coverage caused by students shall be limited to and controlled by the terms of AUMT applicable insurance policy then in effect. (see attached General liability Insurance)

RESPONSIBILITES: Burbank Adult School understands and agrees to be responsible for the following;

1. Advertising the Phlebotomy Technician Course in printed and online class schedules.
2. Providing an open classroom with a projector, whiteboard, and tables/chairs/desks to accommodate up to 25 students at any time.
3. Providing a locked storage cabinet or space to accommodate such in the classroom.
4. Providing any other reasonable accommodations necessary for provision of the course.
5. To indemnify and hold harmless AUMT, its employees, agents and students from any and all claims, damages, judgments, actions, and causes of action arising out of the acts or omissions of Burbank Adult School, its employees and agents, including the cost, expenses and legal fees incurred in defending any and all such claims, actions and lawsuits. AUMT agrees to give Burbank Adult School written notice of all such claims, damages, judgments, actions, costs, expenses and legal fees within 30-days after AUMT has knowledge thereof.

This agreement may be revised only by mutual written agreement by duly authorized agents for the parties hereto.

Authorized agent (print name)	Title	Date

Authorized agent (signature)

Tania Sañudo	Business Development Director	May 2, 2019
AUMT INTSTITUTE (print name)	Title	Date

Tania Sañudo

AUMT INTSTITUTE (signature)

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Crystal Cozakos, Construction and Operations Secretary
SUBMITTED BY:	Larry Cross, Director of Facilities
DATE:	May 16, 2019
SUBJECT:	Approval of Amended Agreement for Professional Services, Massadi Enterprise, Division of State Architect (DSA) Inspections, Shade Structure at Magnolia Park (SELPA)

Background:

Pursuant to Education Code 17280-17317 and more specifically article 17311 (a), "The Department of General Services shall make such inspection of the school buildings and of the work of construction or alteration as in its judgment is necessary or proper for the enforcement of this article and the protection of the safety of the pupils, the teachers, and the public. The school district, city, city and county, or the political subdivision within the jurisdiction of which any school building is constructed or altered shall provide for and require competent, adequate, and continuous inspection during construction or alteration by an inspector satisfactory to the architect or structural engineer and the Department of General Services." The Division of State Architect (DSA) is under the jurisdiction of the Department of General Services.

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction/modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

Discussion/Issues:

Currently there is no shade structure at the picnic area for the students at Magnolia Park. This shade structure installation will provide shade for the students who eat outside in the lunch shelter.

Fiscal Impact:

$3,400 SELPA

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an amended agreement for professional services between Burbank Unified School District and Massadi Enterprises, to perform Division of State Architect (DSA) Inspection Services for the shade structure at Magnolia

Park, not to exceed $3,400 (01.0-90904.0-00000-85000-6170-5178000) SELPA, effective May 17, 2019, through May 16, 2020, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

RECEIVED
BUSINESS SERVICES
2019 APR 24 AM 9:40
BURBANK UNIFIED
SCHOOL DISTRICT

Massadi Enterprise
2007North 6th st Burbank ca, 91504

Proposal

04-24-19

To whom it may concern:

Re: Mag Park Shade structure
This proposal is for DSA inspections for the above stated project.

This proposal is based on working the following days
May 28, 29 ,30 ,31 July 16,17,18,19,22 and 23
4 hours a day

The hourly rate is billed at $85.00

40 hoursx $85per hour =$ 3,400

Total Proposal $3,400

If you have any questions regarding this proposal please call Brian Misino
(818)521-1416

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Cathy Weissman, Project Accounting Technician
DATE:	May16, 2019
SUBJECT:	Approval of Deductive Change Order No. 1, Professional Services Agreement, Gkkworks, New Installation and/or HVAC replacement, Low Voltage, William McKinley, Thomas Edison, Walt Disney, Robert Louis Stevenson and Theodore Roosevelt Elementary Schools, Phase II (Bond Fund)

Background:

The Board of Education approved a list of five architectural firms to provide professional assistance in the design and engineering of the facility program projects. District administration was authorized to allocate different projects based on which firm is deemed the best fit for the type and size of each project. Gkkworks, was one of those firms.

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

On November 17, 2016, the Board of Education approved an Amended Agreement for Professional Services Gkkworks, New Installation and/or HVAC replacement, Low Voltage, 5 Elementary Schools, Phase II (Bond Fund)

Architectural and engineering services were needed to begin several projects at William McKinley, Thomas Edison, Walt Disney, Robert Louis Stevenson and Theodore Roosevelt Elementary Schools. These projects were for the design of new and or replacement of HVAC units, installation of Energy Management Systems (EMS); new master clock, public address and fire alarm systems. Gkkworks was contracted with to provide some of these services for an amount not to exceed $649,965, which includes a district controlled

contingency of 15% (approximately $78,000) for possible accessibility related Architectural and Engineering Services.

On January 31, 2019, the District provided Gkkworks with a notice of intent to terminate their contract pursuant to Article 12, Termination of Agreement, section 12.1 "Termination by District". The termination of this contract is for the District's convenience and is no reflection on the firm or the services they have provided to the District.

This deductive change order is to un-encumber the remaining balance for (262,837.89) on PO 19001423.

Fiscal Impact:

($262,837.89) PO19001423 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve deductive change order No. 1, between Burbank Unified School District and Gkkworks, effective May 17, 2019, through May 17, 2020, not to exceed (262,837.89) PO 19001423, Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows:

William McKinley, ($50,825.82) (21.0-00000.0-91003-85000-6230-209-0000) Bond Fund;
Thomas Edison, ($53,845.30) (21.0-00000.0-91003-85000-6230-202-0000) Bond Fund;
Walt Disney, ($52,984.90) (21.0-00000.0-91003-85000-6230-201-0000) Bond Fund;
Robert Louis Stevenson, ($56,219.89) (21.0-00000.0-91003-85000-6230-215-0000) Bond Fund, and
Theodore Roosevelt, ($48,961.98) (21.0- 00000.0-91003-85000-6230-214-0000) Bond Fund

4/29/201911:36 AM

Steve Rasmussen McKinley Edison Disney 4/30/19

PAY APP REIMBURSABLE 18-01	$ 18,768.50		$ -	$ (6,124.00)	$ (3,767.50)	$ (6,154.50)	$ (2,722.50)	$ (18,768.50)	
PAY APP 1	$ 52,238.95		$ (6,340.64)	$ (6,600.60)	$ (6,365.22)	$ (7,950.23)	$ (24,982.26)	$ (52,238.95)	
PAY APP 2	$ 69,953.41		$ (22,718.19)	$ (16,199.40)	$ (4,900.66)	$ (16,816.83)	$ (9,318.33)	$ (69,953.41)	
PAY APP 3	$ 59,121.43		$ (23,258.94)	$ (6,384.00)	$ (9,238.03)	$ (17,615.57)	$ (2,624.89)	$ (59,121.43)	~~$1~~
PAY APP 3	$ -								~~$2~~
PAY APP 4	$ 43,201.27		$ (5,811.76)	$ (5,016.00)	$ (13,293.74)	$ (10,247.37)	$ (8,832.40)	$ (43,201.27)	
PAY APP 5	$ 29,137.06		$ -	$ (11,400.00)	$ (8,449.41)	$ (9,287.65)	$ -	$ (29,137.06)	
PAY APP 6	$ 5,648.82		$ (15.88)	$ -	$ (5,632.94)	$ -		$ (5,648.82)	~~$1~~
PAY APP 7	$ 11,520.73		$ (1,529.41)	$ (2,850.00)	$ (2,816.47)	$ (1,466.47)	$ (2,858.38)	$ (11,520.73)	
PAY APP 8	$ 91,351.48		$ (13,764.71)	$ (21,300.00)	$ (20,456.47)	$ (14,827.65)	$ (21,002.65)	$ (91,351.48)	
PAY APP 9	$ 4,506.62		$ -	$ (2,250.00)	$ -	$ -	$ (2,256.62)	$ (4,506.62)	
PROJECTED PAY APP # 10			$ -	$ -	$ (2,976.00)	$ -	$ -	$ (2,976.00)	
	$ 385,448.27		$ 56,560.47	$ 49,376.00	$ 51,079.56	$ 54,133.73	$ 53,276.97	$ 261,450.78	
Cahnge #1									
PRINT COSTS NOT INVOICED AS OF 4.3.19			$ (309.61)	$ (376.38)	$ (230.67)	$ (262.21)	$ (265.52)	$ (1,444.39)	
10% Reimb. Mark-Up			$ (30.97)	$ (37.64)	$ (23.07)	$ (26.22)	$ (26.55)	$ (144.45)	
BALANCES TO DE-ENCUMBER			$ 56,219.89	$ 48,961.98	$ 50,825.82	$ 53,845.30	$ 52,984.90	$ 262,837.89	

Cathy Weissman: Revised and Includes Reimb. Pmt.

Cathy Weissman: Revised and includes Reimb. Pmt.

4-30-19

Burbank Unified School District
Facilities Service

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Service
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Cathy Weissman, Project Accounting Technician
DATE:	May 16, 2019
SUBJECT:	Approval of Extension, Bid No.1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds)

Background:

The District is pursuing a qualified company for low voltage public works contracts. A Notice Inviting Bids for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent, April 28, 2016 and May 5, 2016. A mandatory job walk was held on May 6, 2016.

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

The Notice Inviting Bids for 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract or the development of a Unit Price Bid does not commit the District to award a contract or pay any costs incurred in the preparation of the bid. The District reserved the right to accept all or part of the bid or to cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

A Notice Inviting Bids for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, was advertised in the Burbank Independent April 28, 2016 and May 5, 2016. A mandatory job walk was held on May 6, 2016. There were 6 prospective bidders in attendance.

The District's Purchasing Department received bids by the bid opening deadline of 2:00 pm, May 13, 2016. The bids were reviewed and tabulated. The successful bidder was determined and the name of that bidder, along with the bid results, were presented to the Board of Education in an amended Report to the Board at the May 19, 2016 meeting.

Using a unit price bidding process will allow the District to enter into contracts with the awarded bidder without using a lengthy formal bid process for each public works project. Staff will bring all future public works contracts with the successful bidder for low voltage construction service to the Board of Education for approval of each scope of work at each District School site.

The District reserved the right to accept all or part of the bid or to cancel the bid in part or in its entirety. The District further reserved the right to negotiate changes in the bid that it considers to be in the best interest of the District.

On May 19, 2016, the Board of Education approved an award of future contracts, Low Voltage Unit Price Bid for Public Works Contracts, Bid No.1516-059, 2016, to Intercom Clock and Signal Service, Various Sites, (Various Funds)

This approval will extend the Unit Price Bid with Intercom Clock and Signal Service through June, 2019.

Intercom Clock and Signal Service successfully completed $1.6 Million Dollars, District –Wide during the 2017-2018 fiscal year.

Further, Intercom Clock and Signal Service has provided the District with a Memo of Understanding dated February 6, 2019, agreeing to provide the District with no increase in pricing for the extended contract period.

On June 21, 2018, the Board of Education approved the extension of the Bid No.1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service Intercom Clock and Signal Service, Various Sites, (Various Funds) for the fiscal year 2018-2019.

Approval of this extension will allow the District to continue the annual contract period with Intercom Clock and Signal Service for fiscal year 2019-2020 utilizing the original 2016 unit prices.

The District has received a Memo of Understanding from Intercom Clock and Signal Service indicating they will renew the contract without a Consumer Price Index increase.

Fiscal Impact:

To be determined as per each individual scope of work at each site.

Recommendation:

David Jaynes, Assistant Superintendent Business Service, recommends that the Board of Education approve the extension of Bid No.1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds)

ICS
SERVICE CO.

INTERCOM * CLOCK * SIGNAL
SERVICE * SYSTEM * SALES

Riverside Office
P.O Box 5255
Riverside, Ca 92517
(951) 683-3637
Fax (951) 683-3034

CA LICENSE #711012 * ACO LICENSE #5601

To: Burbank Unified School District
510 Shelton Street
Burbank, CA 91506

February 6, 2019

Attn: Cathy Weissman

Re: Contract Renewal BUSD 1516-059 Low Voltage

To Whom It May Concern,
With regards to Contract Extension for the BUSD-1516-059 Low Voltage contract, ICS Service Company agrees to renew without a CPI Index Increase for the next contract terms.

It has truly been a pleasure working for the School District and assisting the District in its growth and dedication to the students

Sincerely,
Jon P. Largent
President

RECEIVED
BUS SERVICES
2019 FEB -6 PM 2:46
BURBANK UNIFIED
SCHOOL DISTRICT

BURBANK UNIFIED SCHOOL DISTRICT
Low Voltage Unit Price Bid Sheet

Name of Contractor Submitting Bid
Intercom Clock & Signal Service
PO Box 5255
Riverside, CA 92517
951-683-3637

UNIT PRICE BID 1516-059

Item No	Description	Qty	Bid Price		Extended
	Group A. EMT Conduit and Accessories				
101	3/4"		0.54	plf	
102	3/4" additional bends/sweeps		1.98	each	
103	3/4" l.b. fitting		7.78	each	
104	1"		0.95	plf	
105	1" additional bends/sweeps		312.00	each	
106	1" l.b. fitting		9.80	each	
107	1 1/2"		1.88	plf	
108	1 1/2" additional bends/sweeps		4.91	each	
109	1 1/2" l.b. fitting		18.88	each	
110	2"		2.22	plf	
111	2" additional bends/sweeps		6.66	each	
112	2" l.b. fitting		31.36	each	
113	3/4"		0.54	plf	
114	3/4" additional bends/sweeps		1.98	each	
115	3/4" l.b. fitting		7.78	each	
116	3/4" Meyers hub		4.76	each	
117	3/4" compression fitting		0.84	each	
118	1"		0.95	plf	
119	1" additional bends/sweeps		3.12	each	
120	1" l.b. fitting		9.80	each	
121	1" Meyers hub		5.88	each	
122	1" Compression fitting		1.12	each	
123	1 1/2"		1.88	plf	
124	1 1/2"" additional bends/sweeps		4.91	each	
125	1 1/2"" l.b. fitting		18.88	each	
126	1 1/2"" Meyers hub		8.51	each	
127	1 1/2"" Compression fitting		2.02	each	
128	2"		2.21	plf	
129	2" additional bends/sweeps		6.66	each	
130	2" l.b. fitting		31.36	each	
131	2" Meyers hub		11.59	each	
132	2" Compression fitting		2.91	each	
133	1"		0.95	plf	
134	1" additional bends/sweeps		3.12	each	
135	1 1/2"		1.88	plf	
136	1 1/2"" additional bends/sweeps		4.91	each	
137	2"		2.22	plf	
138	2" additional bends/sweeps		6.66	each	
139	Penetration to vault/slab		448.00	each	

Group B: Trenching

140	12"x 24" trench. Grass/ Dirt Location	$ 53.20	plf
141	12"x 24" trench. Concrete Location	$ 72.24	plf
142	12"x 24" trench. Asphalt Location	$ 66.08	plf

Group C: Underground Concrete Pull Boxes:

143	12" x 18" c 36" w/concrete cover	$ 672.00	plf
144	24" x 36" x36" w/concrete cover	$ 1,008.00	plf
145	24" x 36" x 36" w/traffic rate cover	$ 1,680.00	plf

Group D: Above Ground Steel Pullboxes Rated NEMA 3R:

146	8 x 8 x 6	$ 21.28	each
147	12 x 12 x 6	$ 30.24	each
148	18 x 18 x 8	$ 114.24	each
149	24 x 24 x 8	$ 140.00	each
150	30 x 30 x 10	$ 403.20	each
151	36 x 36 x 12	$ 492.80	each

Group E: Metallic Raceway (Wiremold)

152	Raceway V700	$ 1.93	plf
153	90° flat elbow for V700	$ 2.62	each
154	V717 90° internal elbow for V700	$ 3.56	each
155	V5748 Single Gang Box for V700	$ 10.74	each
156	V5748-2 Single Gang Box for V700	$ 19.38	each
157	V5738A Outlet Box for V700	$ 15.96	each
158	V5785 Box Connector for V700	$ 5.32	each
159	V5715 Tee Fitting for V700	$ 6.55	each
160	V718 Outside 90 for V700	$ 3.14	each
161	V2000 Base and Cover	$ 35.84	each
162	V2011 Flat 90 for V2000	$ 7.52	each
163	V2015 Tee for V2000	$ 19.66	plf
164	V2018 External 90 for V2000	$ 5.94	each
165	V2010AC Entrance End Fitting for V2000	$ 21.28	each
166	V2048 Single Gang Box for V2000	$ 23.52	each
167	V2048-2 Double Gang Box for V2000	$ 30.24	each

Group F: Terminal Cabinets

168	Interior Surface Mount 18 x 18 x 6	$ 48.16	each
169	Interior Surface Mount 18 x 24 x 6	$ 96.32	each
170	Interior Surface Mount 24 x 24 x 6	$ 154.56	each
171	Exterior Surface Mount 18 x 18 x 6	$ 114.24	each
172	Exterior Surface Mount 18 x 24 x 6	$ 140.00	each
173	Exterior Surface Mount 24 x 24 x 6	$ 492.80	each

Group G: Installed Assembly; Seismic Expansion Joint (whip) Connection

174	1"	$ 212.80	each
175	1 1/2"	$ 224.00	each
176	2"	$ 252.00	each

Group H: Installed Assembly; Roof Penetrations

177	1"	$ 123.20	each
178	1 1/2"	$ 140.00	each
179	2"	$ 156.80	each

Group I: Fire Alarm Improvements

180	Wire (1) Westpenn D990	$ 0.24	plf
181	Wire (2) Westpenn D990	$ 0.50	plf
182	Wire (1) Westpenn D990 and (2) #12 Stranded	$ 0.64	plf
183	Wire (1) Westpenn D990 and (4) #12	$ 0.99	plf
184	Wire (2) Westpenn D990 and (4) #12	$ 1.24	plf
185	Wire (2) Westpenn D990 and (8) #12	$ 1.99	plf
186	Wire (2) #12	$ 0.38	plf
187	Wire (4) #12	$ 0.74	plf
188	Wire (1) Westpenn 991	$ 0.21	plf
189	Material Up Charge to Add 991 to line items 180-185	$ 0.21	plf
190	Material Up Charge for WP AQ-225 in items 180-185	$ 0.23	plf
191	System Sensor SPR- Speaker	$ 24.67	each
192	System Sensor SPRK Speaker WP	$ 55.42	each
193	System Sensor SPSR Wall Speaker Strobe	$ 64.54	each
194	System Sensor SR- Strobe Only	$ 36.83	each
195	Silent Knight IDP-PULL-DA Manual Pull Station	$ 68.93	each
196	IDP-HEAT- Heat Detector with Base	$ 49.33	each
197	IDP-PHOTO Smoke Detector with Base	$ 61.50	each
198	IDP-HEAT-HT High Temp Heat Detector w base	$ 49.33	each
199	System Sensor 5602/IDP MiniMon Heat Detector with Monitor Module	$ 50.35	each
200	System Sensor DNR with IDP-PHOTO	$ 131.78	each
201	Silent Knight RPS-1000 with (2) 7 amp/hr battery	$ 579.84	each
202	Silent Knight 5815XL Loop Board	$ 309.52	each
203	Silent Knight IFP-2000ECS	$ 3,074.89	each
204	Silent Knight RA-2000	$ 417.65	each
205	Silent Knight RPS-2000	$ 1,270.50	each
206	IDP-Mini Mon Monitor Module	$ 37.85	each
207	IDP-Relay Control Module	$ 56.77	each
208	IDP-P-Duct Rduct Housing & Smoke Detector	$ 188.54	each
209	Silent Knight- ECS-RCU-2000 Remote Voice	$ 1,196.16	each
210	Silent Knight- ECS-RPU Remote Mic	$ 856.92	each
211	Silent Knight- ECS-125	$ 1,486.76	each
212	Silent Knight-CE-4- 4 circuit expander	$ 190.31	each
213	Silent Knight- ECS-50	$ 758.25	each
214	Silent Knight- RBB with (2) 40 Amp/Hr Battery	$ 307.15	each
215	Silent Knight AB-55 with (2) 55 Amp/Hr Battery	$ 432.51	each
216	Silent Knight RPT-TP Network Repeater	$ 506.85	each
217	Silent Knight- IPDACT-2UD Communicator	$ 489.28	each

Group J: Data System Data Cabling J-Hook Support System:

218	J-Hook (small) mounted to existing structure directly		$ 3.06	each
219	J-Hook (small) and independent support system		$ 12.43	each
220	J-Hook (large) mounted to existing structure directly		$ 3.89	each
221	J-Hook (large) and independent support system		$ 13.27	each

Group K: Integrated Comm. System:

222	Install pull string in common pull w/cable		$ 0.05	plf
223	1 Westpenn 355 Cable: common pathway/pull		$ 0.17	plf
224	Each Additional 355 cable in common pull		$ 0.17	plf
225	Material upcharge for Westpenn 355AQC Cable		$ 0.03	plf
226	1 Westpenn 436 Cable: common pathway/pull		$ 1.63	plf
227	Each Additional 436 cable in common pull		$ 1.63	plf
228	1 25 pair gel-filled cable: common pathway/pull		$ 1.29	plf
229	Each Additional 25 pair gel-filled cable in common pull		$ 1.29	plf
230	1 Westpenn 298 Cable: common pathway/pull		$ 0.11	plf
231	Each Additional 298 cable in common pull		$ 0.11	plf
232	1 Westpenn 291 Cable: common pathway/pull		$ 0.06	plf
233	Each Additional 291 cable in common pull		$ 0.06	plf
234	Material upcharge for Westpenn 291AQC Cable		$ 0.07	plf
235	1 Westpenn 290 Cable: common pathway/pull		$ 0.10	plf
236	Each Additional 290 cable in common pull		$ 0.10	plf
237	Bogen MCWESS CR Handset w/AT219-4 (wall or desk)		$ 76.98	each
238	Bogen MCDS3 Master/Admin Handset (desk)		$ 690.23	each
239	Int. Ceiling Speaker Ass. EZ-95 with S8T725/Grill		$ 53.37	each
240	Lowel PC712 ; MC701; Bogen S8T725		$ 182.36	each
241	Interior wall Clock Speaker Combo			
242	Lowel CB8-4; JG8X Bogen S8T725 Interior Surface		$ 78.30	each
243	Wall/Ceiling Speaker Assembly			
244	Lowel CB8-6; SQLK8L with Atlas APF15T- Exterior		$ 193.10	each
245	Surface Wall/Ceiling Speaker Assembly			
246	Bogen WBS8T725 Speaker		$ 36.56	each
247	Siemons S-89 and S-661 Block		$ 18.82	each
248	Desktop AM-FM-CASS-CD Player		$ 310.00	each
249	Complete Bogen Quantum 72 Port Headend		$ 13,597.00	each
250	Bogen Quantum 24 Expansion		$ 1,776.00	each
251	Communications System Backboard		$ 68.00	each
252	Cisco FX-O Bogen Link		$ 0.00	each
250	Bogen HTA-125 Amplifier		$ 780.16	each
251	Bogen HTA-250 Amplifier		$ 1,256.26	each
252	Bogen Quantum Card		$ 4,900.10	each

Group L: Program Clock System Improvements:

253	pull string in common pull w/cable		$ 0.05	plf
254	1 ADL- 163S Cable: common pathway/pull		$ 0.28	plf
255	Each Additional 163Scable in common pull		$ 0.28	plf
256	4 #12 Gauge Stranded Common Pathway Pull		$ 0.74	plf
257	1 Westpenn 245 AQC Cable: common pathway/pull		$ 0.67	plf
258	Each Additional 245 AQC cable in common pull		$ 0.67	plf
259	Lathem PS-8-24 power supply and relays		$ 212.04	each
260	Lathem SS-12-RFA-B-24VAC clock		$ 129.15	each
261	Lathem SS-10-RFA-B-24VAC clock		$ 162.53	each
262	Lathem S-Ring		$ 40.55	each
263	Miscellaneous Control Relay Assembly		$ 35.00	each
264	Lathem SAM-5788		$ 13.63	each

Group M: General Security System Improvements

265	Install pull string in common pull w/cable		$ 0.05	plf
266	(1) Genesis 1104 Cable: common pathway/pull		$ 0.10	plf
267	Each Additional Genesis 1104 in common pull		$ 0.10	plf
268	1 Westpenn AQ-244 in common pathway pull		$ 0.47	plf
269	Each additional Westpenn AQ-244 in common pull		$ 0.47	plf
270	DMP XR550 Control Panel		$ 517.94	each
271	DMP 481 LX-BUS Zone Expansion		$ 51.63	each
272	DMP 460 Plain Interface Adapter Card		$ 77.05	each
273	DMP 321 Transformer		$ 14.86	each
274	DMP 7060 Keypad		$ 107.73	each
275	DMP 7063 Keypad		$ 146.92	each
276	DMP 714 Loop Zone Expander		$ 45.55	each
277	DMP P16000 Motion Detector		$ 56.09	each
278	DMP FMCWE Auxiliary Power		$ 24.21	each
279	Sentrol 1076 DN Door Contact/EMS Sensor		$ 21.62	each
280	DMP 462DC LXBUS with internet adapter		$ 227.06	each
281	7 amp hour battery		$ 18.92	each
282	(1) 472 Hardwireless Interface Card		$ 64.74	each
283	(1) RJ-31X Outlet		$ 2.92	each
284	DMP 7073 Keypad		$ 217.33	each
285	DMP 461 Interface Adaptor		$ 64.74	each
286	DMP 1100RP		$ 198.56	each
287	DMP 708 Bus Extender		$ 283.84	each
288	DMP SX-350 PIR		$ 53.38	each

	Group N: Time, Materials, and Unforseen Conditions		
289	Unlisted Mat'l Cost Mark-up (may not exceed 15%)	12%	%
290	Subcontractor Cost Markup	12.00	%
291	Communications/Fire Alarm Certified Tech/Installer	$ 84.00	phr
292	Inside Wireman	$ 97.85	phr
293	Estimator/Designer	$ 55.00	phr
294	Cad Drafter	$ 55.00	phr
295	2nd Shift Adder to Line 291 per hour	$ 10.00	phr
296	2nd Shift Adder to Line 292 per hour	$ 10.00	phr
	Sub Total		
297	Markup for Bonding (Jobs over $25,000)	2	%
	TOTAL		

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Cathy Weissman, Project Accounting Technician
DATE:	May 16, 2019
SUBJECT:	Approval of Rejection of All Bids, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School (Bond Fund)

Background:

The District planned to do an asphalt playground and parking lot expansion project at Theodore Roosevelt Elementary School.

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

On February 18, 2019 and February 25, 2019, the District advertised in the Beacon Media Inc., Legal Quotes, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School. On March 19, 2019, the District's purchasing office received two bids.

The submitted bids were as follows:

DBMC, Inc. $707,536

Chalmer's Construction $563,500

Based on the review of the bids, it was apparent that it would be in the best interest of the District to reject all bids. Both bid providers will be notified of the rejection of all bids via letter on May 17, 2019.

Fiscal Impact:

None (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a rejection of all Bids, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $0.00, Bond Fund, and that authority to reject the bids be exercised pursuant to BUSD-AR 3314, as presented.

BID RECAP:
BID 1819-035 ASPPHALT FOR PLAYGROUND AND PARKING LOT EXPANSION AT THEODORE ROOSEVELT ES

BIDDER	BASE BID (A)	Allowance (B)	Total A & B	BID BOND	ADDENDUM #1-5	COMMENTS
1. DBMC, INC.	~~$682,536~~	$25k	~~$682,~~ $707,536	✓	✓	
2. CHALMERS CONSTRUCTION	~~$563,500~~	$25k	$563,500	✓	✓	
3.						
4.						
5.						
6						

BEACON MEDIA INC. LEGAL QUOTES
626-301-1010

NOTICE TO BIDDERS

Notice is hereby given that Burbank Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for:

BID #1819-035 ASPHALT FOR PLAYGROUND AND PARKING LOT EXPANSION AT THEODORE ROOSEVELT ELEMENTARY SCHOOL

A free CD of Drawings and Specifications will be available during the Jobwalk on March 5, 2019 at: Burbank Unified School District, Facilities Services, located at 510 S. Shelton Street, Burbank, CA 91506-2818 between the hours of 7am to 2pm.

Bids will be received for **BID #1819-035 ASPHALT FOR PLAYGROUND AND PARKING LOT EXPANSION AT THEODORE ROOSEVELT ELEMENTARY SCHOOL**

The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

Notice to Proceed will be issued on May 7, 2019. Construction Duration for the Project shall be Fifty-Eight (58) calendar days from start of Construction which is scheduled for May 28, 2019 and Completion Date is July 15, 2019

Bids will be sealed and filed in the Purchasing Department of the Owner

Burbank Unified School District-Purchasing Services-2nd Floor at 1900 West Olive Avenue, Burbank, CA 91506-2460

on March 19, 2019 before 2 p.m. on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

Bids will be opened on March 19, 2019 at Purchasing Services Designated Location at 2:05 p.m. as calculated by the clock designated by the Owner or its representative as the bid clock.

Mandatory Pre-bid conference will be held on March 5, 2019 3pm at THEODORE ROOSEVELT ELEMENTARY SCHOOL AT 850 N. Cordova Street, Burbank, CA 91505. Meet at the flagpole. Bidders not attending the conference will be disqualified.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid(s) and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-"
as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.

When award is made to the successful bidder, it shall submit a certification if required by Public Contract Code section 3006(b).

Pursuant to Public Contract Code Section 20103.8 (d) the lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If the Owner awards the contract within 5 or less working days after the bid opening, the low bidder would not have the full 5 working days to withdraw its bid under Public Contract Code section 5103. By submitting a bid, all bidders acknowledge this potential shortened time to withdraw its bid and waive all rights to the full 5-day statutory period.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, said bonds to be secured from Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by the successful bidder and to require the successful bidder to obtain bonds from surety insurers satisfactory to the Owner. The bidder will be required to furnish insurance as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the bidder shall have a Class "B" license and shall maintain that license in good standing through Project completion and all applicable warranty periods. Bidder shall list all subcontractors doing more than one-half of one percent (0.5%) of the bidder's total bid on the Designation of Subcontractors form; all listed subcontractors shall have valid and current licenses at the time of the bid; and bidder shall state such license number on such form
Subcontractors shall maintain their licenses in good standing through Project completion and all applicable warranty periods. Owner reserves the right to reject any bid if bidder is not licensed in good standing at the time of the bid or anytime thereafter, or if a listed
subcontractor is not licensed in good standing at the time of the bid or anytime thereafter to do the work for which it is listed.

The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

Projects using state bond funds are subject to labor compliance monitoring and investigative activities by the Compliance Monitoring Unit ("CMU") of the Division of Labor Standards Enforcement, Department of Industrial Relations of the State of California ("DIR"), in conformance with Labor Code sections 1771.55 and 1771.75, and subchapter 4.5 (commencing with section 16450) of title 8 of the California Code of Regulations. A prejob conference shall be held with the Contractor and Subcontractors to discuss federal and state labor law requirements applicable to the Project. The Contractor and Subcontractors shall furnish certified payroll reports to CMU on a weekly basis, using either the format prescribed by section 16401 of title 8 of the California Code of Regulations, or using CMU's electronic certified reporting system ("eCPR"). CMU may require the Contractor and Subcontractors to furnish certified payroll reports to CMU using eCPR. CMU shall review, and may confirm or audit payroll records to verify compliance with Chapter 1, Part 7 of Division 2 of the California Labor Code. CMU may also conduct on-site visits to each Project job site at its discretion. Contractor shall display a mandatory poster at the Project job site as described by 16451, subd. (d), of title 8 of the California Code of Regulations. Owner shall withhold contract payments when CMU issues Owner a notice to withhold such payments upon a finding by CMU that payroll records are delinquent or inadequate. In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties may be assessed for failure to timely comply with a written request for certified payroll records. Further, upon a finding by CMU that Contractor is liable for unpaid wages or penalties, the Labor Commissioner may issue and serve a Civil Wage and Penalty Assessment.

Successful bidder(s) shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in their contract with subcontractors and ensure that all subcontractors are registered with the Department of Industrial Relations, www.dir.ca.gov/Public-Works at the time of bid opening and maintain registration status for the duration of the project. The successful bidder(s) and all subcontractors must be in compliance with SB 854 for the duration of the project.

The Owner reserves the right to waive any irregularity and to reject any or all bids.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than sixty (60) days to make a decision regarding the rejection of bids or the award of the Contract.

PUBLIC WORKS CONTRACTOR REGISTRATION LAW, SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.

Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).

Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:

Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
Must have Contractors State License Board license if applicable to trade.
Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
Must not be under federal or state debarment.
Must not be in prior violation of this registration requirement once it becomes effective.

However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.

The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

Registrations will begin after July 1, 2014, once the registration system is ready to go online.
The preferred method of payment will be by credit card. The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015.
The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

For information on contractor registration with the DIR, please visit:

http://www.dir.ca.gov/Public-Works/PublicWorks.html

As of March 1, 2015, a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

As of April 1, 2015, a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

By: Larry Cross, Director of Facilities
By Authority of the Governing Board of Burbank Unified School District
Burbank, County of Los Angeles, State of California

Publication Dates: February 18, 2019
February 25, 2019

BURBANK INDEPENDENT

Runs: 1 time $256.10
2 time $512.20

Total Cost= $512.20

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Cathy Weissman, Project Accounting Technician
DATE:	May 16, 2019
SUBJECT:	Approval of Rejection of All Bids, CUPCCAA Bid 1819-036, Restroom Upgrade Site Work, Kindergarten Area, Providencia Elementary School (Bond Fund)

Background:

The District planned to do a rest room upgrade and site work at the kindergarten area at Providencia Elementary School.

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

Pursuant to CUPCCAA guidelines, on April 24, 2019, the District forwarded an email to the two qualified bidders on the 2019 CUPCCAA list inviting them to bid on CUPCCAA Bid1819-036, Restroom Upgrades, Site Work, Kindergarten Area, Providencia Elementary School. On April 16, 2019, the District's purchasing office received two bids.

The submitted bids were as follows:

DBMC, Inc. $144,624.

Chalmer's Construction $133,400.

Based on the review of the bids, it was apparent that it would be in the best interest of the District to reject all bids. Both bid providers will be notified of the rejection of all bids via letter on May 17, 2019.

Fiscal Impact:

None (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve a rejection of all Bids, CUPCCAA Bid 1819-036, Restroom Upgrades, Site Work, Kindergarten Area, Providencia Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $0.00, Bond Fund, and that authority to reject the bids be exercised pursuant to BUSD-AR 3314, as presented.

CUPCCAA BID 1819-036: RESTROOM UPGRADE SITE WORK -KINDERGARTEN AREA @ PROVIDENCIA ELEMENTARY SCHOOL

BIDDER	BASE BID	BID BOND	ADDENDUM #1	COMMENTS
CHALMERS CONSTRUCTION	$133,400.00	✓	—	
DBMC	$144,624.00	✓	✓	

QUICK REFERENCE SHEET ON CUPCCAA

(Only for Public Works & Maintenance* – Not for Equipment or non-construction type services.)

LESS THAN $60,000	$60,000 - $200,000	MORE THAN $200,000
· Get informal quotes. The number of quotes depends on the job and how many viable vendors there are on the list. · Over $25,000 needs to have performance bonds submitted. · A Field Contract and insurance are needed. · DSA approvals are still needed on all projects that in the past required DSA approval. · Bid bond is not needed	· No ads are required. · FAX or email all notices to contractors in the list **and/or** send ad to trade journals at least 10 calendar days before the opening. Print fax log or email as proof. · If you deem a contractor on the list is not qualified, you must still send them a notice, there is no pre-qualification process. · After you send the notices, bid conference can be done next day. Have a specific date for questions deadline. · All Bonds are needed. · Use standard boiler plate for informal bids. · The District must award to the lowest responsible bidder meeting specifications. If the bids received are more than $200,000, the Board can authorize by adopting a resolution by a 4/5 vote. · DSA approvals are still needed on all projects that in the past required DSA approval. · Needs board approval. · Must file NOC (Notice of Completion) · Change orders cannot exceed 10%.	· Do formal bids. · Advertise once a week for 2 weeks. Have a minimum of 14 days prior to opening. · The notice to bidders must also be mailed to the specified trade journals, at least 30 calendar days before the bid opening date. · Bonds are needed. · DSA approvals are still needed on all projects that in the past required DSA approval. · Must file NOC.

- Purchasing needs to send a notice for local publication inviting licensed contractors to submit their names to the district for the following year or per project basis.
- Purchasing needs to create a new list of contractors on January 1 each year including all contractors who have properly provided the required info AND it is recommended to include all who have submitted bids in the prior year.
- Add contractors during the year as requested or on a per project basis.
- This list must be used for ALL notices. Always ask for updated list from Purchasing.
- If two (2) equal bids are received, then the District may accept whichever bid it chooses.
- Any public project exceeding $1,000 will require payment of prevailing wage unless a labor compliance program is in effect.

*For example, a district-wide project to service and repair (not replace) chiller systems could be considered maintenance, if done on a recurring basis.

Cathy Weissman

From: kurt@hauffecompany.com
Sent: Wednesday, April 24, 2019 7:45 AM
To: Cathy Weissman
Subject: [EXTERNAL] [FWD: BUSD, Providencia Restroom Upgrades, CUPCCAA BID Number 1819-036]
Attachments: 4. Notice to Bidders 1819-036.docx

Regards,

Kurt Hauffe
President

Confidentiality Notice: This communication and any documents, files or previous e-mail messages attached to it, constitute an electronic comminication within the scope of the Electronic Communication Privacy Act 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use or disclosure of such information is strictly prohibited under 18 USCA 2511 and any applicable laws. If you are not the intended recipient, or have received this communication in error, please notify the sender immediately by reply email or by telephone and delete all copies of this communication, including attachments, without reading them or saving them to disk. Thank you.

-------- Original Message --------
Subject: BUSD, Providencia Restroom Upgrades, CUPCCAA BID Number 1819-036
From: <kurt@hauffecompany.com>
Date: Tue, February 26, 2019 8:56 am
To:

Dear Bidder,

Burbank Unified School District invites you to propose on our **Bid # 1819-036 CUPCCAA Bid For Restroom Upgrades at Providencia Elementary School** .This project consists of assessable upgrades to an existing restroom and minor fencing and parking improvements, we have Estimated the value to be around $80,000. Please see the attached Notice calling for Bids and the Mandatory id Conference Date of March 19th @10am Providencia Elementary School,1919 n. Ontario St,Burbank CA (1505, meet t the Flag pole in front of the school
This project requires that your company Must be registered in our **2019 CUPCCAA Program**, this can easily completed by registering on the District web site www.burbankunifiedschooldistrict.org. select "Departments" then "Business Services" and then open "Purchasing Department"page to access the **CUCCCAA Registration Form**. Please fill our if you are interested in bidding on future projects in our District, Contractors that are not registered at the time of Bid Opening will be deemed "Non Responsive".

Regards,

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Cathy Weissman, Project Accounting Technician
DATE:	May 16, 2019
SUBJECT:	Approval of Award of Contract, Procurement, Braille Signs, Inc., Braille Signage, Rest Rooms, Walt Disney Elementary School (Bond Fund)

Background:

In the spring of 2013, Bond Measure "S" was passed by the voters in Burbank. A part of Measure "S" included the replacement of aging existing portable classroom with permanent modular classroom buildings. Facilities will be removing the ageing portable classroom buildings and replacing them with new modular classroom building that will require less maintenance which will provide relief to the general fund and provide more modern teaching facilities for our schools.

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

In order for the Division of State Architect (DSA) to stamp and approve the design of the proposed new 10 Classroom Modular project, some minor remedial DSA mandated work on two existing rest rooms has to be performed by installing signage in braille. The Americans with Disabilities Act (ADA) is federal legislation passed in 1990 that prohibits discrimination against people with disabilities. Part of the legislation requires that restroom facilities be compliant by providing signage in braille for people with visual impairments.

Fiscal Impact:

$719 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, Braille Signs, Inc., Walt Disney Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $719 (21.3-00000-0-91008-85000-4310-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

RECEIVED
2019 MAY -2 AM 11:07
BURBANK UNIFIED SCHOOL DISTRICT

BRAILLE SIGNS, INC

1815 E. Wilshire Ave., Ste. 901
Santa Ana, CA 92705
(T): 949-797-1570
(F): 714-486-3627

STATE LIC. # 682485
BONDED
OVER 18 YEARS

contact@braillesignsinc.com
www.braillesignsinc.com
Lic. Exp: 05/31/2019
DIR #: 1000007239

SIGNAGE PROPOSAL

To: HAUFFE CO

Attn: Kurt Hauffe

Project: Burbank USD 4/4/2019

PH: 818.729.4400

E: kurt@hauffecompany.com

From: Griselda | *Estimating*

» SIGNAGE «

SIZE	SIGN TYPE	DESCRIPTION	QTY	UNIT PRICE	SUBTOTAL
6"(H) x 6"(W) x 1/4"(T)	ROOM ID	(ISA) ACCESSIBLE ENTRY FOR ROOM ID: 23 AND 26	2	36	$72
6"(H) x 9"(W) x 1/4"(T)	ROOM ID	ROOM ID: 23 AND 26	2	96	$192
4"(H) x 9"(W) x 1/4"(T)	EXIT	EXIT RAMP DOWN	2	36	$72
4.5"(H) x 9"(W)	RESTROOM WALL	BOYS RESTROOM (WALL)	1	50	$50
4.5"(H) x 9"(W)	RESTROOM WALL	GIRLS RESTROOM (WALL)	1	50	$50
4.5"(H) x 9"(W)	RESTROOM WALL	UNISEX RESTROOM (WALL)	1	$50	$50
12"(D)	RESTOOM DOOR	BOYS RESTROOM (DOOR)	1	$54	$54
12"(D)	RESTOOM DOOR	GIRLS RESTROOM (DOOR)	1	$54	$54
12"(D)	RESTOOM DOOR	UNISEX RESTROOM (DOOR)	1	$64	$64
SUBTOTAL					**$658**
TAX: 9.25%					**$61**
PROPOSAL GRAND TOTAL			**12**		**$719**

Reviewed/Approved By Date
APPROVED BY: 5/2/19 DATE:
Board Modular
To A/P - Purchasing / /

NOTES:
1.) PAYMENT METHOD: COD OR PREPAYMENT REQUIRED.
2.) LEAD TIME: 7-10 WORKING DAYS AFTER APPROVAL OF FINAL ARTWORK.
3.) SHIPPING COST NOT INCLUDED IN THIS QUOTE.
4.) CUSTOMER TO INSTALL.
5.) SPECIALLY MIXED PAINT COLORS ARE $110 EACH.
6.) PRICING IS BASED ON THE ABOVE QUANTITIES - CHANGES COULD AFFECT UNIT COST.
7.) BRAILLE SIGNS, INC. RESERVES THE RIGHT TO CHARGE FOR EXTRA REQUESTS OR REVISIONS.

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Cathy Weissman, Project Accounting Technician
DATE:	May 16, 2019
SUBJECT:	Approval of Award of Contract, Pilgrim Fence, CUPCCAA Bid,1819-074 Fabrication and Installation, Drinking Fountain Guard Rails, Walt Disney Elementary School (Bond Fund)

Background:

In the spring of 2013, Bond Measure "S" was passed by the voters in Burbank. A part of Measure "S" included the replacement of aging existing portable classroom with permanent modular classroom buildings. Facilities will be removing the ageing portable classroom buildings and replacing them with new modular classroom building that will require less maintenance which will provide relief to the general fund and provide more modern teaching facilities for our schools.

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction / modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

In order for the Division of State Architect (DSA) to stamp and approve the design of the proposed new 10 Classroom Modular project, some minor remedial DSA mandated work on existing drinking fountains by installing galvanized guard rails. The Americans with Disabilities Act (ADA) is federal legislation passed in 1990 that prohibits discrimination against people with disabilities. Part of the legislation requires that drinking fountains that protrude from a wall must have a protective barrier around them to prevent people with disabilities from colliding with them.

Fiscal Impact:

$5,377 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, Pilgrim Fence, CUPCCAA Bid,1819-067, fabrication and installation of drinking fountain guard rails, Walt Disney Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $5,377 (21.3-00000-0-91008-85000-6170-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

525

Pilgrim Fence Co.

ESTABLISHED 1949

Pilgrim Fence Company
3275 E. FLORENCE AVE. HUNTINGTON PARK CA 90255
Telephone (323) 582-8191 Fax (323) 582-2016
License # 360110 www.pilgrimfence.com

TO: Burbank Unified School District
1900 W Olive Ave.
Burbank, CA

Project: Disney ES Drinking Fountain Rails
Project Address: 1120 W Orange Grove AVenue
Burbank, CA 91506

Date: 4/9/2018	Billing Address:	
Contact Person: Kurt Hauffe		
Phone Number: 818-729-5500	City / State / Zip Code:	
Fax Number: 818-729-5501	Mobile / Job Site Phone Numbers: 714-925-7878	
Approximate Starting Date: 2019	Approximate Completion Date: 2019	LOG#:

SCOPE OF WORK: Pilgrim Fence Company is pleased to submit this proposal for work as listed below:

INSTALL ☑ REPAIR ☐ RELOCATE ☐ REMOVE ☐

Labor and Materials to install fence & gates:

Install one drinking fountain guard rail as per as per 10/AS1.2.....$4,829.00
Saw cut concrete or AC. Pour 18"x28"x12" concrete footing. Place rebar and set hot dip galvanized rail.
Install second drinking fountain guard rail as per as per 10/AS1.2.....$548.00

RECEIVED
BURBANK UNIFIED SCHOOL DISTRICT
2019 MAY -2 AM 11:07
FACILITIES SERVICES

EXCLUSIONS:

Bonds. Underground utility location service ie. Sonar/X-ray,

SPECIAL PROVISIONS:

Prevailing wages.

TOTAL COST: $ 5,377.00

TERMS: (To be determined by Corporate Credit)

Price is valid for 30 days

By signature below, the customer acknowledges that he/she has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

Reviewed/Approved By
Date 5/2/19
David Modulai
To A/P - Purchasing

Accepted by:
(Company Name)

By: Arthur Kert
Its: Project Manager
Print Name and Title Date

By:
Its:
Print Name and Title Date

Western Fence & Supply Company, A California Corporation D/B/A Pilgrim Fence Co

Buyer shall obtain all permits and variances as may be required.

TERMS AND CONDITIONS

1. **General Terms.** PILGRIM FENCE COMPANY, INC or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U S funds upon substantial completion of the work per the payment terms on the reverse side hereof
2. **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including others contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
3. **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located
4. **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
5. **Cumulative Remedies.** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
6. **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder
7. **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
8. **Limited Warranty.** All goods, supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE. BUYER shall have no claim for incidental, consequential, special or proximate damages.
9. **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or it agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
10. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
11. **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR , at its sole option, may cancel this entire Agreement.
12. **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
13. **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, personally and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
14. **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR

AGREEMENT: As per terms and conditions set forth, We, Western Fence & Supply Co. propose to furnish and install fence as per Diagram Plan and Material listed hereon. This is a Contract between two parties and will be effective when accepted. Buyer to assume full responsibility for any and all underground wire, pipes, and/or utilities of any type, in the event the fence is not paid for in 60 days, seller has the title right to remove said fence and return to the Company. In the event of cancellation, buyer agrees to forfeit fifty percent (50%) of contract price to cover preparations made by Western Fence & Supply Co. The merchandise listed hereon shall remain the property of the seller until paid for by cash, at which time title will pass to purchaser. If the account is assigned to an attorney or collection agency for collection, then and in that event, the buyer agrees to pay reasonable attorney fees, court costs and other collection costs. In the event buyer authorized extra work other than stated herein, he shall pay on the basis of cost of labor and material upon presentation of itemized statement

-Contractor's are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning the responsibilities of the contractor may be referred to the Registrar of the Board whose address is , Contractors' State License Board, 1002 N Street, Sacramento, California 95814.

CONTRACTOR'S LICENSE LAW, #7018

NOTICE-Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps improve you property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full. If the subcontractor, laborer or supplier remains unpaid.

CONTRACTOR'S LICENSE LAW, #7019

NOTICE TO OWNER--Under the Mechanics' Lien Law, any contractor, laborer. Material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor services equipment or materials for the work described in said contract

SELLER SHALL NOT BE RESPONSIBLE for any delay or inability to perform hereunder arising out of strikes, lock-outs, acts of God, or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from sellers suppliers, force majeure, inclement weather, fire, floods, freight embargoes, caused incident to national emergency, war, or other causes beyond the reasonable control of Seller, whether of like or different character.

Buyer shall assume full responsibility for correct location or fence and as to property line and has versified diagram and dimensions on reverse side

Buyer shall obtain all permits and variances as may be required

TERMS; Balance due & payable on completion & shall bear an initial penalty of 5% on the existing unpaid balance if payment not received within 10 days of completions plus 1 1/2% per month interest charge.

IZURIETA FENCE COMPANY, INC.
3000 GILROY ST.
LOS ANGELES, CALIFORNIA 90039
(323) 661-4759 FAX (323) 661-4774
Izurietafenceco.com
Izurietafence@aol.com
STATE LICENSE # 925951

04/22/2019

RECEIVED
FACILITIES SERVICES
2019 MAY -2 AM 11:07
BURBANK UNIFIED
SCHOOL DISTRICT

PROPOSAL/CONTRACT

Customer Information:

Burbank Unified School District
Phone: 818-729-4400 Fax: 818-729-4483
1900 West Olive Avenue.
Burbank, CALIFORNIA 91506

Job Information:

Disney ES
1220 W Orange Grove Ave.
Burbank, CA 91506

Notes::

FURNISH AND INSTALL:
(2)1'6" Wide x 3'High galvanized guard rails.

*ALL ACCORDING TO PLANS AND SPECIFICATIONS
*PREVAILING WAGE PROJECT

PER PLANS AND SPECS

*IZURIETA FENCE COMPANY, INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

*IZURIETA FENCE COMPANY, INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer.

*IZURIETA FENCE COMPANY, INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does IZURIETA FENCE COMPANY, INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

*IZURIETA FENCE COMPANY, INC. will assume the responsibility for having underground public utilities located and marked. However, IZURIETA FENCE COMPANY, INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects.

*Additional charges for any extra work not covered in this contract that was requested by the customer will also be added.

*The full amount of this contract along with any additional charges will become payable upon completion of all work completed.

*Delinquent invoices subject to 1.5% service charge per month/25% re-stocking fee on all cancelled oreders.

*Collection costs/attorney's fees required to collect outstanding debt. shall be the responsability of the customer.

*All materials will remain the property of IZURIETA FENCE COMPANY, INC. until all invoices pertaining to this job are paid in full.

*Section 7019- Contractors License Law: Under the mechanics'lien law, any contractor, subcontractor,laborer,materialman or other person who helps to improve your property and is not paid for his labor,services or material, has a right to enforce his claim against your property.

*PAYMENT TERMS: 50% UPON DELIVERY OF MATERIALS OR EQUIPMENT, FINAL PAYMENT UPON COMPLETION OF WORK.

PROPOSAL MAYBE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

Contract Amount: $ 7000.00

Down Payment: $ _____

Balance Due: $ 7000.00

Approved & Accepted for Customer:

_____ _____
Customer Date

Accepted for IZURIETA FENCE COMPANY, INC.:

_____ _____
Salesperson Date

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of Amended Contract with Blackboard Inc. for Two Additional Website Licenses (General Fund)

Background:
On December 20, 2018, the Board of Education approved an agreement with Blackboard Inc. for web hosting, mobile app, and parent notification services.

District Wide Goals for 2018-2019:
9.3 Develop new strategies for communicating the implementation of district goals and initiatives.

Discussion/Issues:
The District is in the process of upgrading the District's website, mobile app and parent notification system with Blackboard Inc.

The Independent Learning Academy and NAF Academies programs have requested an upgrade to a full website on our new Blackboard web hosting platform. Previously, both programs utilized a small section on the District website which was limited in function. By upgrading them to full websites they will be able to customize their own colors, logo, channel layout, and homepage. NAF Academies have secured a donor to cover the cost of their upgrade. The District is adding two new additional website licenses and will amend the existing contract to reflect the new licenses being added.

Fiscal Impact:
Each school website license costs $497.70 annually, plus a one-time $50 activation fee. Please see the attached cost breakdown for the additional licenses for a three-year contract. The total cost is $3,086.20.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend the agreement between Burbank Unified School District and Blackboard Inc., for two additional website licenses, not to exceed $3,086.20 over three years (01.0-00000.0-00000-72000-5840-7401000) (General Fund), effective May 17, 2019 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

DocuSign Envelope ID: B8A35D5B-4274-4CA6-B3AE-B3CE5CFB2498

VOID IF EXECUTED AFTER: May 31, 2019
CUSTOMER: Burbank Unified School Dist

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Burbank Unified School Dist** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Burbank Unified School Dist** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement below and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

In Process

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 07/01/2020-06/30/2021 (USD)	Initial Term Period #3 07/01/2021-06/30/2022 (USD)
2	WCM-ADVG	BLACKBOARD WCM ADVANTAGE PER SITE	07-01-2019 - 06-30-2020	$995.40	$995.40	$995.40
2	WCM-ACT-SITE	ACTIVATION: ADD-ON SITE	05-01-2019 - 06-30-2020	$100.00		
			Total	**$1,095.40**	**$995.40**	**$995.40**

B. Terms

DocuSign Envelope ID: B8A35D5B-4274-4CA6-B3AE-B3CE5CFB2498

1. The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: May 01, 2019

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. The parties agree that the fees indicated above shall be invoiced in 2 installments, as indicated below:

07-01-2019	$995.40
05-01-2019	$100.00

3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

In Process

DocuSign Envelope ID: B8A35D5B-4274-4CA6-B3AE-B3CE5CFB2498

Sales Approved:	Chris Prince
Initial:	DS

Customer: Burbank Unified School Dist	Blackboard Inc.
Signature:	Signature:
Name:	Name: Bill Jones
Title:	Title: Deputy General Counsel
Date:	Date: May 03, 2019

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

No

Yes - Please complete below

PO Number:

PO Amount:

Attach PO :

In Process

DocuSign Envelope ID: B8A35D5B-4274-4CA6-B3AE-B3CE5CFB2498

Attach Tax Exemption:

In Process

2019 - BLACKBOARD PROPRIETARY AND CONFIDENTIAL ([894581623-299806 / N2019-131463-02 / CNT000036650)

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Approval of the Disposal of Obsolete Equipment

Background:
According to Education Code 17546, without advertising for bids, the Board may sell property that does not exceed $2,500 in value to agencies of federal, state, or local government, to any other school district, or to any agency eligible under the federal surplus property law (40 U.S.C., Section 484(j)(3)).

If the Board unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump. (Education Code 17546)

Discussion/Issues:
Troxell/AnythingIT is offering a device buy-back program for the District's aging student laptops. By selling obsolete technology via the buy-back program, each school will recoup up to $175 per device which can significantly offset the cost of purchasing new Chromebooks.

The attached list of equipment will be retired and then sold to Troxell/AnythingIT, LLC. The funds returned to the District will be used to purchase new Chromebooks.

Fiscal Impact
None

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the disposal of the obsolete equipment, effective May 17, 2019, as presented.

Model	School	Cart	Quantity
HP Stream G1			
	BHS	31-CART01	27
		31-CART02	28
	Luther	00-CART18	36
		20-CART01	40
		20-CART02	40
		20-CART03	40
	Jefferson	00-CART15	36
		Total	247
HP Stream G2			
	Muir	22-CART01	38
		00-CART20	40
		00-CART21	40
		00-CART22	40
	Stevenson	15-CART02	36
		Total	194

IT ASSET RECOVERY, DATA DESTRUCTION SERVICES PROPOSAL

BURBANK UNIFIED SCHOOL DISTRICT

Trade-In Powered by

CONFIDENTIAL

TASK ORDER
BY AND BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
&
TROXELL
ANYTHINGIT, LLC.

Under this Services Agreement dated **March 11, 2019 (**the "Agreement"), by and between **BURBANK UNIFIED SCHOOL DISTRICT ("Customer")**, and **TROXELL/AnythingIT, LLC.** ("AIT"), *an SBA approved Certified Small Business* will perform the following Services for Customer in accordance with the terms and conditions of this Task Order. This Task Order shall be effective as of **March 11, 2019** (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual promises made herein, Customer and AnythingIT agree as follows:

1. **PROGRAM DESCRIPTION/SERVICES.** AnythingIT provides Customer asset disposition services including, onsite packaging, removal, transport, receiving, inventory reporting, remarketing, and where applicable, disposal with environmental documentation.

2. Estimated Market Valuation–Rebates are paid within 60 days of equipment receipt by AIT Logistics services are not included with these values. **Please note**: Any units received password/cloud locked are subject to a $5 per unit deduction for unlocking.

EQUIPMENT MUST BE RECEVIED NO LATER THAN MAY 31ST2019

Qty (247) - HP Stream 11 G1 (32 GB Storage/ 2 GB) – Market per Unit Value by Grade

Direct Buyback
- **A. $ 132.00**
- **B. $ 52.00**
- **C. $ 12.00**
- **D. $ 2.00**

Qty (194) - HP Stream 11 G2 (64 GB/4GB Storage-Win 10 Pro)

Direct Buyback
- **A. $ 182.00**
- **B. $ 72.00**
- **C. $ 22.00**
- **D. $ 2.00**

All values are subject 10% drop in above values per month past AIT receiving deadline.

Grading Scale

Laptop / Chromebooks

A Grade – Almost like new condition.
Mint – Like new condition.
No scratches on the LCD.
No dead pixels or white spots on the LCD.
No scratches or dents on the case.
Device is fully functional
Ac Adapter/Battery Included

B Grade - Great Used Condition
May have minor scratches or keyboard marks on the LCD not visible while in use.
May have 1-2 dead pixels or white spots (blemish) on the LCD not immediately noticeable.
May have minor scratches on the case.
May have lightly worn keys.
Device is fully functional
Ac Adapter/Battery Included

C Grade – Average Used Condition
May have moderate scratches on the LCD.
May have moderate dead pixels or white spots (blemishes) on the LCD.
May have moderate scratches on the case.
May have moderate cracks in housing that do not affect functionality.
May have moderate worn keys / trackpad.
Device is fully functional
Ac Adapter/Battery Included

D Grade – Poor Used Condition
Heavy scratches on the LCD, dead pixels or white spots (blemishes) on the LCD
Major scratches, cracks, missing plastics
May have cracked / loose hinges.
Stains that are permanent including paint, stickers, and ink

Missing Ac Adapter = $10.00 deduction from any value

Equipment Testing- Once assets are inventoried, AIT performs a range of testing/inventory services. This includes testing to complete configuration and functionality tests. The results of these tests are added to the asset's history in our database and online portal. It will also include indication of the items usefulness and re-marketability. Proprietary client information that is stored in the memory of any decommissioned equipment must be protected and will be wiped/destroyed.

The AIT approach to testing, auditing and tracking equipment in support of this initiative includes the following:

- An automated serial upload will be performed on each applicable device through the BIOS. iii. BIOS uploads will capture all physical hardware configuration, OEM and upgrade component information.
- Visual Condition, Date of Manufacture, Voltage Capacity, Operational Functionality, and Screen Size (where applicable) will be captured in specific data fields to display and monitor units during test and audit.
- Customer Asset Tag information will be recorded and removed from all assets.
- Assess the condition of all equipment and highlight each audit report.
- Capture and enter all information into our RecycleManager database from which an audit report/online portal access will be created in either an electronic or hard copy format.
- Assess the condition of all equipment and highlight each audit report.
- Capture and enter all information into our RecycleManager database from which an audit report/online portal access will be created in either an electronic or hard copy format.

e-Stewards Certified Electronics Recycling

AnythingIT holds the coveted e-Stewards certification. The e-Stewards® Standard for Responsible Recycling and Reuse of Electronic Equipment© is a comprehensive set of performance requirements created specifically for the electronics recycling and asset recovery industries, and other processors, set into the framework of the global environmental management system standard known as ISO 14001. This certification is the highest/most strict e-waste recycling certification in the world. e-Stewards is the only standard that follows all international and local e-waste laws. As a certified company we are subject to surprise inspections at any time to verify our processes.

For all equipment designated for recycling or reuse, a Certificate of Indemnification shall be provided for each asset. AnythingIT is responsible for safely and appropriately disposing of such Asset. The disposal of any and all Assets shall be in accordance with all applicable

laws, rules, regulations and orders of any governmental agency, including, without limitation, the rules and regulations of the department of environmental protection of the state in which the disposal is being performed and the rules and regulations of the United States Environmental Protection Agency.

***NO THIRD PARTY BENEFICIARIES*.**
This Agreement is made solely for the benefit of AnythingIT and their respective successors and assigns, and no other person or entity shall acquire or have any right under or by virtue of this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.

BURBANK UNIFIED SCHOOL DISTRICT	**TROXELL/ANYTHINGIT, LLC.**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

PROUD MEMBER

Anything IT

One Vendor → One Solution → One Large Problem Solved

e-Stewards

SAM

ISO 14001

SBA

Verified Vendor

GSA Contract Holder



How the Process Works

After secure logistics and transportaion, AnythingIT processes the equipment, then performs DoD data erasure and grading assessment. Recyclable equipment goes to our vetted, downstream partners for disassembly and shredding, while resalable equipment gets processed for remarketing.

Contact AnythingIT for a trade-in quote!

Contact info:
Corporate Headquarters
2075 91st, Unit 2 North
Bergen NJ 07047
877-766-3050

sales@anythingIT.com

Processing Centers:
USA Canada Europe
Asia Pacific

Latin America

Anything IT

SBA U.S. Small Business Administration

ISO 14001

SAM SYSTEM FOR AWARD MANAGEMENT APPROVED U.S. GOVERNMENT VENDOR

e-Stewards

GSA Contract Holder

Attachment A – Sample Audit Report

DETAIL AUDIT REPORT

Customer ABC

Location

LOT #13433

Received: June 24, 2013

SHIPPED FROM	SHIPPED TO	BILLED TO
Customer ABC	AnythingIT Fair Lawn 17-09 Zink Place Unit 1 Fair Lawn, NJ 07410 Acct Mngr: Dave Bernstein Phone: 201.475.7300 x349	Customer ABC 123

Total Units To Resale: 49

ASSET #	CUST ASSET #	SERIAL #	CLASS	SUB CLASS	DESCRIPTION	GRADE	FUNCTIONAL	COSMETIC	DISPOSITION	HARD DRIVES # DRIVES	HARD DRIVES #
84753	NONE	L3C2203	Laptops	N/A	Lenovo, THINKPAD T61, Processor Type: Core 2 Duo /	N/A	: Battery Missing, HDD Missing, PSU	N/A	Recycling Storage	0	0
84754	NONE	L3DW830	Laptops	N/A	Lenovo, THINKPAD T61, Processor Type:	N/A	: HDD Missing /	N/A	Resale	0	0
84774	NONE	2900431CA	Flat Panel Monitors	N/A	NEC, MULTISYNC, Defects: Screen - Broken / Screensize: 21 /	N/A	N/A	: 21" /	Recycling Storage	0	0
84782	NONE	CN0MM226 7373179QF Y7S	Flat Panel Monitors	N/A	Dell, E198WFPV, Defects: Screen - Broken / Screensize: 19 w /	N/A	N/A	: 19" /	Resale	0	0
84791	NONE	43433843T A	Flat Panel Monitors	N/A	NEC, MULTISYNC, Defects: Screen - Scratch Major / Screensize: 17 /	N/A	N/A	: 17" /	Recycling Storage	0	0
84794	NONE	TW05320U 4780004KA 0JH	Flat Panel Monitors	N/A	Dell, 1501FP, Defects: Screen - Broken / Screensize: 15 /	N/A	N/A	: 15" /	Recycling Storage	0	0
84802	NONE	CN0KG49T7 426121F1K YU	Flat Panel Monitors	N/A	Dell, P2412HB, Screensize: 24 w /	N/A	N/A	: 24" /	Resale	0	0
84804	NONE	35842670A	Flat Panel Monitors	N/A	NEC, MULTISYNC, Defects: Screen - Broken / Screensize: 19 /	N/A	N/A	: 19" /	Recycling Storage	0	0
84807	NONE	8Y316169Y A	Flat Panel Monitors	N/A	NEC, MULTISYNC, Screensize: 22 /	N/A	N/A	: Case Light Scratches /	Resale	0	0
84811	NONE	58907995T A	Flat Panel Monitors	N/A	NEC, MULTISYNC, Screensize: 17 /	N/A	N/A	: 17" /	Resale	0	0
84812	NONE	4X103067T A	Flat Panel Monitors	N/A	NEC, MULTISYNC, Defects: Screen - Broken / Screensize: 17 /	N/A	N/A	: 17" /	Recycling Storage	0	0
84816	NONE	79P01518N A	Flat Panel Monitors	N/A	NEC, LCD17V, Defects: Screen - Broken / Screensize: 17 /	N/A	N/A	: 17", Case Light Scratches	Recycling Storage	0	0
84824	NONE	CN02H2VM 641809T17 RS	Flat Panel Monitors	N/A	Dell, E2011HC, Screensize: 20 /	N/A	N/A	: Case Light Scratches /	Resale	0	0
84838	NONE	84504762N A	Flat Panel Monitors	N/A	NEC, LCD22WV, Screensize: 21 w /	N/A	N/A	: Case Discolored /	Resale	0	0
84848	37210112196 3	JM2W9B1	Desktops	N/A	Dell Inc., OPTIPLEX GX620, Type: DVD / Processor Type: Intel(R) Pentium(R) D	N/A	N/A	N/A	Resale	1	0

Attachment C - Sample Certificate of Indemnification

Equipment Transfer Manifest
17-09 Zink Place
Suite 1
Fair Lawn, NJ 07410
Certificate of Indemnification

Certificate: 45859 P

Customer

Name: Customer ABC
123 Main Street
New York State NY ZIP

Date: 11/21/2008
AIT Quote: 6086
Rep: DB
FOB: Fair Lawn, NJ

Qty	Description		
	ASSET TRANSFER REPORT		
7	Laptops		
41	Monitors		
503	Peripherals		
32	Printers		
0	Servers		
179	Systems		
762	Total Assets Transferred		
	AnythingIT (AIT) assumes ownership, possession, title, and control of all materials listed. AIT assumes all risks of loss and all other risks of ownership transferrerd from the customer identified above and vested in AIT for any property agreed to be handled and/or attached within this certification and will be processed and recycled, destroyed, reused or displaced in an environmentally correct manner that is in accordance with all local, state, and federal regulations.		

- ○ NJDEP CAO 1514001490
- ○ EPA ID NJD152463931
- ○
- ◉ OTHER: AIT FILE

Name: David Bernstein Sign: (on file)

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Luther Burbank Middle School (Bond Fund)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District Wide Goals for 2018-2019:
8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.

Discussion/Issues:
On March 5, 2015, the Board of Education approved Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide and awarded future network electronics contracts to Nexus IS (Dimension Data). Individual project quotes were submitted by Nexus IS (Dimension Data) for the network electronics E-Rate Y18 project at Luther Burbank Middle School using the approved unit price bid. The project at Luther Burbank Middle School has been completed.

Fiscal Impact:
The total cost of the completed project at Luther Burbank Middle School is $129,738.91.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Luther Burbank Middle School (21.0-00000.0-93000-85000-4450/6249-3200000), PO 17000013, not to exceed $129,738.91 (Bond Fund), as presented.

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), John Muir Middle School (Bond Fund)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District Wide Goals for 2018-2019:
8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.

Discussion/Issues:
On March 5, 2015, the Board of Education approved Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide and awarded future network electronics contracts to Nexus IS (Dimension Data). Individual project quotes were submitted by Nexus IS (Dimension Data) for the network electronics E-Rate Y18 project at John Muir Middle School using the approved unit price bid. The project at John Muir Middle School has been completed.

Fiscal Impact:
The total cost of the completed project at John Muir Middle School is $158,689.11.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at John Muir Middle School (21.0-00000.0-93000-85000-4450/6249-3220000), PO 17001646, not to exceed $158,689.11 (Bond Fund), as presented.

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Burbank High School (Bond Fund)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District Wide Goals for 2018-2019:
8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.

Discussion/Issues:
On March 5, 2015, the Board of Education approved Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide and awarded future network electronics contracts to Nexus IS (Dimension Data). Individual project quotes were submitted by Nexus IS (Dimension Data) for the network electronics E-Rate Y18 project at Burbank High School using the approved unit price bid. The project at Burbank High School has been completed.

Fiscal Impact:
The total cost of the completed project at Burbank High School is $24,483.67.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at Burbank High School (21.0-00000.0-93000-85000-4450/6249-4310000), PO 17001650, not to exceed $24,483.67 (Bond Fund), as presented.

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	May 16, 2019
SUBJECT:	Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), John Burroughs High School (Bond Fund)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District Wide Goals for 2018-2019:
8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.

Discussion/Issues:
On March 5, 2015, the Board of Education approved Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide and awarded future network electronics contracts to Nexus IS (Dimension Data). Individual project quotes were submitted by Nexus IS (Dimension Data) for the network electronics E-Rate Y18 project at John Burroughs High School using the approved unit price bid. The project at John Burroughs High School has been completed.

Fiscal Impact:
The total cost of the completed project at John Burroughs High School is $277,767.43.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at John Burroughs High School (21.0-00000.0-93000-85000-4450/6249-4320000), PO 17000016, not to exceed $277,767.43 (Bond Fund), as presented.