BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, March 07, 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

3.e Report on Findings by Administrative Hearing Panel Under Education Code Section 48900(a1)
The Board of Education will meet in closed session, pursuant to Education Code Section 48900(a2), 48915(a1) and 48915(b1&2), to consider the recommendation of the Administrative Hearing Panel for expulsion of Student 960032156, as presented in Confidential Exhibit 3e.

3.f Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Student 960030115

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

8.a Recognition of the Bret Harte Elementary School Spelling Bee Winners
Peter Knapik, Director, Elementary Education, will facilitate the recognition and introduce the Bret Harte Elementary School Spelling Bee winners as well as the teachers and volunteers, who helped make this event successful for the students.

8.b Presentation of Donation from Burbank Kiwanis and Music Junction, Co-Sponsors of Burbank

Singing Star
Sharon Cuseo, Assistant Superintendent, Instructional Services, will introduce Burbank Kiwanis President, Luis Centeno and Charissa Wheeler, Owner, Music Junction, who will present the Board of Education with a donation in support of music education.

9. REPORTS FROM THE BOARD

9.a Student Representatives
Aleko Brice, BHS; Megan Rangel-Lynch, JBHS; and Ethion Flores, MHS; will report on activities at their respective schools.

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 Facility Naming Committee for David Starr Jordan Middle School
John Paramo, Director of Secondary Education, will report on the School Facility Naming Committee for David Starr Jordan Middle School, as presented.

Jordan_School_Naming_Committee.pdf

11.c First Reading of Proposed Revision of Selected Board Policies and Administrative Regulation 3

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_December 2018_1st Read_030719.pdf

11.d Announcement of the Expiration of Terms of Office on the School Facilities Oversight Committee (SFOC)

Matt Hill, Superintendent, will report on the status of the membership of the School Facilities Oversight Committee, seek guidance from the Board of Education with regard to the number of committee members the Board wishes to maintain on the SFOC, and seek input as to how they wish to approach replacing those members whose third terms will be expiring this year and next, as presented.

Announcement of Expiration of Terms_SFOC_030719.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.

3-7-19 Facilities and Technology PP 030719.pdf

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

12.a Public Hearing of the District's Initial Proposal for the 2019 - 2020 Amendment to the Current Collective Bargaining Agreement with the California School Employees Association (CSEA), Chapter 674

The Board of Education will hold a public hearing to allow public comment regarding the 2019-2020 Initial Bargaining proposal to the California School Employees Association, Chapter 674, as presented.

CSEA Public Hearing.pdf

13. NEW AND/OR UNFINISHED BUSINESS

13.a Second Reading and Acceptance of the District's 2019 - 2020 Initial Bargaining Proposal with the California School Employees Association (CSEA), Chapter 674

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education accept the District's 2019 – 2020 Initial Bargaining proposal with the California School Employees Association, Chapter 674, as presented.

Reopeners - District.pdf

13.b Adoption of Resolution 21 Proclaiming April, 2019 as Autism Awareness Month

Tom Kissinger, Assistant Superintendent, Education Services, recommends that the Board of Education adopt Resolution 21 proclaiming the month of April, 2019 as Autism Awareness Month, as presented.

Autism Awareness Month April 2019.pdf

13.c Adoption of Resolution 22 Proclaiming April 2019 as the Burbank Unified School District's Genocide Remembrance Month

Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 22 Proclaiming April 2019 as the Burbank Unified School District's Genocide Remembrance Month, as presented.

Resolution 22_April 2019 Genocide Remembrance Month_030719.pdf

13.d Approval of Agreement with Burbank Community YMCA for Learn, Grow, Thrive Program, Summer 2019

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Burbank Community YMCA, to provide services for the 2019 Elementary Summer Program, not to exceed $125,000 from Title I ($25,000 - 01.0-30100.0-11100-10012-5810-5480000; $81,250 - 01.0-30100.0-11100-10012-5110-5480000, fiscal year 2018-2019; $18,750 - 01.0-30100.0-11100-10012-5110-5480000, fiscal year 2019-2020) effective March 8, 2019 through July 31, 2019, and that authority to sign this agreement be exercised pursuant to BUSD-AR 3314, as presented.

Summer 2019 YMCA.pdf

13.e Approval of Fee Increase for Continuing and Newly Enrolled Children at the Horace Mann Children's Center and the Monterey Child Care Program

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve 1) a 10% fee increase for continuing children, 2) set rates at market rate for newly enrolled children at the Horace Mann Children's Center and the Monterey Child Care Program and 3) an annual waitlist fee of $100 per family with either program, effective July 1, 2019, as presented.

Child Development Fee Increase 3 7 19.pdf

13.f Approval of Disassociation of the Burbank High School Boys Basketball Boosters

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the disassociation of the Burbank High School Basketball Booster Association, effective March 8, 2019, as presented.

Disassociation_of_BHS_Basketball_Boosters.pdf

13.g Approval of Revised Resolution 20 for Reduction or Discontinuance of Particular Kids of Service

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the revised Resolution 20 for Reductions or Discontinuance of Particular Kinds of Service, as presented.

Revision to PKS Resolution.pdf

13.h Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions (Tentative Item Pending New Vacancies)

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 March 8, 2019, as presented.

Tier 2 Vacancies.pdf

13.i Approval of New Job Description for Project Manager and Posting the Newly Established Position

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the new job description for Project Manager and posting the newly established position, as presented.

Job Description - Project Manager.pdf

13.j Approval of Memorandum of Understanding between Glendale Unified School District and the Burbank Unified School District for Respective Induction Programs

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Memorandum of Understanding (MOU) between the Glendale Unified School District and the Burbank Unified School District, not to exceed $2,200 per participating teacher, effective March 8, 2019, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

MOU Glendale USD and BUSD 3-7-2019.pdf

13.k 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_030719.pdf

14. 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.

14.a Action on Student Expulsions

The Board of Education will take action in public session pursuant to Education Code Section 48900 (a2), 48915(a1), and 48915(b1&2) on the expulsion recommendation by the Administrative Hearing Panel for Student 960032156, as presented in Confidential Exhibit 3e.

14.b Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of February 7, 2019, as presented.

Minutes.02.07.19.pdf

14.c Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Meeting of February 12, 2019, as presented.

Minutes.02.12.19.SP.pdf

14.d Approval of Personnel Report Number 18-19-14
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 18-19-14, covering Certificated and Classified personnel, and consisting of Pages 1 to 7 inclusive, as presented.

Personnel Report.pdf

14.e 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 February 4, 2019, as presented.

2018-2019 Purchase Order Report.pdf

14.f Approval of Warrants
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $9,632,058.81 and commercial warrants in the total amount of $3,005,448.46, as presented.

Warrants.pdf

14.g 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.

Consultant Report 3.7.19.pdf

14.h Authorization to Issue Replacement Checks for Stale-Dated Warrants
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the reissuance and replace the warrant in the amount of $3,055.12, as presented.

Authorization to Reissue Stale-Dated Warrant.pdf

14.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 Carren J. Stika, Ph.D., to provide a Psychological-Educational Independent Evaluation (IEE) and attend an IEP meeting for Special Education Student 16000388, not to exceed $7,000 (01.0-65000.0-57700-11900-5850-7440000), effective March 8, 2019 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 16000388_Carren Stika, Ph.D._IEE.pdf

14.j 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 Psychological-Educational Independent Evaluation (IEE) and attend an IEP meeting for Special Education Student 960025867, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective March 8, 2019 through May 23, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960001685_Karen L. Epport, Ph.D._IEE.pdf

14.k Approval of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve 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 16000388, not to exceed $3,000 (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.

SPED Student16000388_McFall_Speech and Language IEE.pdf

14.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 Independent Speech and Language Evaluation (IEE) agreement between the Burbank Unified School District and Susan G. Holland, Ph.D., to provide an Independent Speech and Language Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013446, not to exceed $2,200 (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.

SPED Student 960013446_Susan Holland_IEE.pdf

14.m Approval of Release of Teachers on Temporary Contract
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the release of all teachers on temporary contract prior to the end of the 2018-2019 school year, as presented.

Temp Release.pdf

14.n Acceptance of Notice of Completion, Scorpio Enterprises, dba Airemasters Air Conditioning, Bid 1718-057, Makerspace Conversion, Jordan Middle School, John Burroughs High School and Burbank High School (Career Technical Education Incentive Grant and Growth Fund)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education accept a notice of completion, Scorpio Enterprises, dba Airemasters Air Conditioning, Bid 1718-057, Makerspace Conversion, Jordan Middle School, John Burroughs High School and Burbank High School, not to exceed $831,181.31: $181,182.00 (25.0-00000.0-00000-85000-6230-4310000) Growth Fund, $649,999.31 (01.0-63870.0-38000-85000-6230-7429000) Career Technical Education Incentive Grant), as

presented.

NOC Airemasters.pdf

14.o Approval Award of Contract, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Bogen Emergency Paging System, Thomas Edison Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Intercom Clock and Signal Service, for installation of a Bogen Emergency Paging System, Thomas Edison Elementary School, Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contracts, effective February 8, 2019 through February 8, 2020, not to exceed $96,935.36 (21.3-00000-0-91010-85000-6230-202-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

3-7-19 AOC_ Intercom Clock and Signal Services_ Bogen_ Edison.pdf

14.p Approval of Award of Contract, Play Power, LT Farmington Inc., National Joint Power Alliance (NJPA) Piggyback Contract 022113-LTS, Procurement and Installation of Playground Equipment, Bret Harte Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, National Joint Powers Alliance (NJPA) Contract #022113-LTS, between Burbank Unified School District and Play Power LT Farmington, Inc., for the procurement and installation of playground equipment for Bret Harte Elementary School, effective March 8, 2019 through March 9, 2020, not to exceed $21,856.98 (21.3-00000-0-91006-85000-6410-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

3-7-19 AOC_ PlayPower_ Equipment_Install_ Harte.pdf

14.q Approval of Professional Services Agreement, Design Services, Silver Creek Industries, New Modular Classrooms, Walt Disney Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Silver Creek Industries, Inc., pursuant to the proposal dated February 18, 2019, to provide architectural design of new Modular Classrooms at Walt Disney Elementary School, effective March 8, 2019 through March 8, 2020, not to exceed $41,828 (21.3-00000-0-91006-85000-6205-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented

3-7-19 PSA, Design_ Silver Creek Industries_ Modular Building_ Disney.pdf

14.r Ratification of Additive Change Order No.2, PMC Concrete, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package 2, Building and Site Concrete, Bret Harte Elementary School Modular Classrooms (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify change order No. 2 between Burbank Unified School District and PMC Concrete, for additional labor and materials, Bret Harte Elementary School, not to exceed $29,908 PO 19002059 (213-00000-0-91008-85000-6230-205-0000) Bond Fund, effective February 4, 2019 through February 4, 2020, and that authority to sign the agreement be

exercised pursuant to BUSD-AR3314, as presented.

3-7-19 Ratification_ Add CO 2_PMC_ Harte.pdf

14.s Ratification of Additive Change Order No. 2, Silver Creek Industries, Inc., Chula Vista Unified School District Piggy-Back Bid 14/15-3, Construction of Modular Buildings, Robert Louis Stevenson Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify additive change order No.2 between Burbank Unified School District and Silver Creek Industries Inc., effective January 12, 2019, through January 12, 2020, not to exceed $105,319.56 PO 18001120 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

3-7-19 Ratification _CO 2_ Silver Creek_ Stevenson.pdf

14.t Ratification of Deductive Change Order, CUPCCAA Bid 1718-079, Pierre Landscape, Landscape Irrigation Improvements, Bret Harte Elementary School (Routine Maintenance)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify a deductive change order between Burbank Unified School District and Pierre Landscape, for the reduction of scope for the Landscape Irrigation Improvements at Bret Harte Elementary School, effective April 18, 2018 through February 14, 2019, not to exceed $112,525 (01.0-81500.0-00000-85000-6170-7523500) Routine Maintenance, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratif. Ded. CO1_Pierre_Harte_Rout. Maint..pdf

14.u Ratification of Award of Contract, Intercom Clock & Signal Service (ICS), District Wide Cellular Monitoring Services, Various Sites (General Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Intercom Clock & Signal Service (ICS) for cellular service monitoring for the District-Wide fire alarm phone system, effective March 1, 2019 through June 30, 2020, not to exceed $1,989.60 (01.0-00100.0-00000-83000-5850-752-1000) General Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratif. AOC_ ICS_Various Sites_General Fund.pdf

14.v Acceptance of Notice of Completion, Universal Asphalt, Bid 1314-032, 2013 Asphalt Unit Price Bidding for Public Works Contracts, Asphalt Installation, Courtyard Area, Community Day School (Restricted Routine Maintenance)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: asphalt installation at the courtyard area, Community Day School, not to exceed $19,252.40 (01.0-81500.0-00000-85000-6170-7523500) Restricted Routine Maintenance, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

NOC_Universal Asphalt_CDS_Routine Maint..pdf

14.w Approval of Award of Contract to Dimension Data for E-Rate Data Cabling and Network Electronics, District-wide (Bond Funds)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education award a construction contract to Dimension Data utilizing Bid 1819-050, 2019 E-Rate Technology Infrastructure Unit Price Bid, for E-Rate Data Cabling and Network Electronics, District-wide, not to exceed $370,463.74 (21.3-00000.0-93000-85000-6249-7730000) (Bond Funds), effective March 8, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AOC_Dimension Data_ ERate Data Cabling and Network_030719.pdf

14.x Action on Final Settlement Agreement (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960030115, not to exceed $5,750 (01.0-65000.0-50010-36000-5813-7440000), effective March 8, 2019 through May 24, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960030115_Settlement Agreement.pdf

15. REQUESTS TO ADDRESS THE BOARD

15.a Public Communications
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15.b Staff Responses

15.c Board Members' Comments and Responses

16. RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John M. Paramo, Director, Secondary Education
PREPARED BY:	John M. Paramo, Director, Secondary Education
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	March 7, 2019
SUBJECT:	Report on School Facility Naming Committee for David Starr Jordan Middle School

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Background:
At a general session of the Board of Education in the Burbank Unified School District a formal request was made by a community member to rename David Starr Jordan Middle School because of the namesake's support of eugenics. Board Policy 7310 prescribes the process for naming a district facility, which includes participation from the community. Therefore, the Board of Education solicited requests from the public to serve on the committee, and at a public school board meeting selected the members. The committee consists of two school board members, the principal, a David Starr Jordan School teacher and student, three members of the community and the Director, Secondary Education.

Districtwide Goals for 2018-2019:

7. Create a positive school climate by maintaining a safe environment and develop a sense of belonging for all students and staff.

Discussion and Issues:
On Thursday, December 13, 2018, the School Facility Naming Committee met for the first time in the boardroom of the Burbank Unified School District to discuss the renaming of David Starr Jordan Middle School. The meeting allowed the opportunity for public comment, which generated robust conversation among the committee members. At the end of that meeting, it was determined that we needed to gather more information. One committee member was tasked with doing more research on David Starr Jordan and the Director of Secondary Education was tasked with estimating how much it would cost to rename the school. It was also determined by the committee that the community should have one more opportunity to voice their opinions about the renaming. Therefore, another committee meeting was scheduled for Wednesday, January 23, 2019, at David Starr Jordan Middle School.

At the committee meeting on January 23, 2019, the community of Burbank attended in large number. The committee heard public comment for hours which generated rich discussion about the issue. The committee expressed their thanks to the community for being so prepared and thoughtful. The comments from the community were impactful. At the end of the meeting, it was determined that the committee would need to meet one for time to take a formal vote on how to move forward. That meeting was scheduled for Tuesday, February 19, 2019, at the district office boardroom.

At the meeting on February 19, 2019, the committee met to vote on the renaming of David Starr Jordan Middle School. Two committee members were unable to attend the meeting. However, eight out of the ten committee members were present. The meeting started with committee comments before a vote was

cast. The committee members reflected on the experience and collectively voiced their appreciation of the community participation. When the vote was cast, all eight committee members were unanimous that David Starr Jordan Middle School should be renamed.

Therefore, the School Facilities Naming Committee is formally recommending to the Board of Education to rename David Starr Jordan Middle School.

Recommendation:

John Paramo, Director, Secondary Education, will report on the School Facility Naming Committee meeting for David Starr Jordan Middle School, 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:	March 7, 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 December 2018 Board Policies sent to the District by CSBA. These policies have 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
December 2018
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/AR 0420 - School Plans/Site Councils
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 716)** which renames the single plan for student achievement as the school plan for student achievement (SPSA), authorizes the use of uniform complaint procedures for complaints alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA, and authorizes the use of the SPSA to satisfy the requirement for a school improvement plan when a school is identified for targeted or comprehensive support. Regulation updated to reflect AB 716 which eliminates the authority to use a school advisory committee other than a school site council to develop the SPSA, allows certain small schools to share a school site council, requires a needs assessment to identify school goals, and, if applicable, requires consultation with the school's English learner advisory committee on review of the SPSA.

BP/AR 0450 - Comprehensive Safety Plan
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 1747)** which requires the California Department of Education (CDE) to post a compliance checklist for developing the comprehensive safety plan and best practices related to reviewing and approving the plan, and requires districts to share their approved comprehensive safety plans with local law enforcement, the fire department, and other first responder entities. Regulation updated to reflect AB 1747, which adds requirements to consult with the fire department and other first responders in developing safety plans and to develop procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions.

BP/AR 0460 - Local Control and Accountability Plan
(BP/AR revised)

Policy and regulation updated to reflect **NEW LAW (AB 2878)** which expands the state priority on parent involvement that must be addressed in the local control and accountability plan (LCAP) to include family engagement. Policy also reflects **NEW LAW (AB 1808)** which requires consultation on plan development with special education local plan administrator(s) and, by July 1, 2019, requires districts to develop a local control funding formula budget overview for parents/guardians in conjunction with the LCAP. Policy reflects **NEW LAW (AB 1840)** which requires the State Board of Education to expand the LCAP template by January 31, 2020 to include specified information. Section on "Technical Assistance/Intervention" updated to reflect AB 1808 which establishes a single statewide system of support for districts and schools, and AB 1840 which provides that a district receiving an emergency apportionment will be deemed to have been referred to the California Collaborative for Educational Excellence. Regulation updated to reflect AB 1840 which requires data in the LCAP to be reported in a manner consistent with the California School Dashboard and requires districts to post their LCAP prominently on the homepage of their web site. Section on "Annual Updates" deleted since the annual updates follow the same process and adhere to the same template as the initial LCAP.

AR 1220 - Citizen Advisory Committees
(AR revised)

Regulation updated to clarify that the parent advisory committee and English learner parent advisory committee established to review and comment on the LCAP are not subject to Brown Act requirements, but must comply with other, less complex procedural requirements. Legal cites for school site councils revised pursuant to **NEW LAW (AB 716)**.

AR 3311.1 - Uniform Public Construction Cost Accounting Procedures
(AR revised)

Regulation updated to reflect **NEW LAW (AB 2249)** which revises the threshold amounts that determine the process that may be used to award contracts for public works. Regulation also revised to clarify requirements for informal bid notifications that must be sent to contractors and/or construction journals.

AR 3543 - Transportation Safety and Emergencies
(AR revised)

Regulation updated to reflect **NEW LAW (AB 1798)** which requires that all school buses be equipped with passenger restraint systems by July 1, 2035. Regulation also reflects **NEW LAW (AB 1840)** which delays until March 1, 2019 the requirement that each school bus and student activity bus be equipped with a child safety alert system, and allows for a possible six-month extension for districts with an average daily attendance of 4,000 or less under specified conditions. Regulation adds the conditions under which a student activity bus is exempt from the requirement to install a child safety alert system.

AR 4200 - Classified Personnel
(AR revised)

Regulation updated to reflect **NEW LAW (AB 2160)** which eliminates the exemption of part-time playground positions from the classified service in merit system districts, thereby making those positions part of the classified service. Regulation also reflects **NEW LAW (AB 2261)** which eliminates the exemption from the classified service, in merit system districts, of community representatives employed in advisory or consulting capacities for not more than 90 working days per fiscal year. Paragraph moved to emphasize that employees in either merit or non-merit system districts who are exempted from the classified service must fulfill obligations related to physical examinations, fingerprinting, and tuberculosis tests.

AR 5113 - Absences and Excuses
(AR revised)

Regulation updated to reflect **NEW LAW (AB 2289)** which (1) amends the definition of "immediate family" for the purpose of authorizing certain excused absences, (2) prohibits a district from requiring a physician's note for an absence by a parenting student to care for a sick child, and (3) clarifies that students may be excused from school, under specified conditions, for work in the entertainment or allied industry, participation with a nonprofit performing arts organization in a performance for a public school audience, or other reasons at the discretion of school administrators.

AR 5131.41 - Use of Seclusion and Restraint
(AR added)

New regulation reflects **NEW LAW (AB 2657)** which prohibits seclusion and behavioral restraint of students as a means of discipline, and provides that seclusion and restraint may be used only to control behavior that poses a clear and present danger of serious physical harm to a student or others if that behavior cannot be immediately prevented by a less restrictive response. Regulation specifies the conditions for such use, reporting requirements, and a list of seclusion and behavioral techniques that are always prohibited.

BP/AR 5141.52 - Suicide Prevention
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2639)** which requires boards of districts that serve grades 7-12 to review the district's suicide prevention policy at least every five years and update it as necessary. Regulation updated to reflect **NEW LAW (SB 972)** which requires districts that issue student identification cards to print specified suicide prevention hotline numbers on the cards effective July 1, 2019. Regulation also reflects **NEW LAW (AB 1808)** which requires CDE to identify online training programs that districts can use to train students and staff regarding suicide awareness and prevention.

BP/AR 5144 - Discipline
(BP/AR revised)

Policy updated to reflect **NEW LAW (AB 2657)** which prohibits seclusion and behavioral restraint of students as a means of discipline, and to encourage staff development regarding equitable implementation of discipline. Regulation updated to revise section on "Detention After School" to more directly reflect state regulations and delete a specific timeline for advance notice to parents/guardians of a student's detention.

BP 5146 - Married/Pregnant/Parenting Students
(BP revised)

Policy updated to reflect **NEW LAW (AB 2289)** which requires notification to parents/guardians and to pregnant and parenting students of their rights under the law; authorizes an excused absence for a parenting student to care for a sick child without a physician's note; provides that a pregnant or parenting student is entitled to eight weeks of parental leave, or longer if deemed medically necessary by the student's physician; and authorizes the use of uniform complaint procedures for complaints alleging noncompliance with the law.

BP 6146.1 - High School Graduation Requirements
(BP revised)

Policy updated to reflect **NEW LAW (AB 2121)** which, under certain conditions, exempts from any district-established graduation requirements migrant students and newly arrived immigrant students participating in a newcomer program who transfer schools in grade 11-12. Policy also reflects **NEW LAW (AB 3022)** which authorizes the granting of a diploma to persons who departed California in grade 12 against their will, and adds section on "Honorary Diplomas" including item reflecting **NEW LAW (AB 2109)** which authorizes the board to grant an honorary diploma to a terminally ill student.

AR 6173.2 - Education of Children of Military Families
(AR revised)

Regulation updated to reflect **NEW LAW (AB 2949)** which allows a child of a military family to continue attending the school of origin regardless of any change of residence of the family. Regulation also adds new section on "Transportation" reflecting AB 2949, which authorizes, but does not require, districts to provide transportation to enable a child of a military family to attend the school or district of origin.

BP/AR 6175 - Migrant Education Program
(BP/AR revised)

Policy updated to include priorities for migrant education services, as amended by the federal Every Student Succeeds Act, and provision of services to private school students, formerly in AR. Policy also adds language encouraging the superintendent to annually report to the board regarding the performance of migrant students. Regulation updated to add definition of "migrant student" and add new section on "Summer School" reflecting requirement for any district receiving federal migrant education funding to conduct summer school programs for eligible migrant students. New section on "Applicability of Graduation Requirements" reflects **NEW LAW (AB 2121)** which, under certain conditions, exempts migrant students who transfer between schools in grades 11-12 from district-established graduation requirements.

AR 6183 - Home and Hospital Instruction
(AR revised)

Regulation reorganized and updated to reflect **NEW LAW (AB 2109)** which expands the parental notification to include information regarding student eligibility for individual instruction and the duration of such instruction, requires that individual instruction in a student's home begin within five days of determining a student's eligibility, provides that students receiving individual instruction in a hospital for a partial week are eligible to attend school on days that they are not at the hospital, and provides that the absences of a temporarily disabled student must be excused until the student is able to return to the regular school program.

BB 9322 - Agenda/Meeting Materials
(BB revised)

Bylaw updated to reflect requirement effective January 1, 2019 that districts post a direct link on the homepage of their web site to the current board meeting agenda or to the district's agenda management platform. Bylaw also clarifies that the agenda need not provide an opportunity for public comment on any agenda item that has previously been considered at an open meeting of a committee comprised exclusively of board members.

BB 9324 - Minutes and Recordings
(BB revised)

Bylaw updated to reflect **NEW LAW (SB 1036)** which prohibits districts from including in board meeting minutes a student's directory information or a parent/guardian's personal information, as defined, when the student or parent/guardian requests that such information be excluded. Bylaw also includes optional statement that the minutes will summarize topics addressed during the public comment period and need not reflect the names of the individuals who comment.

SCHOOL PLANS/SITE COUNCILS

The Governing Board believes that comprehensive planning is necessary at each school in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0415 - Equity)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

Each district school that participates in one or more federal and/or state categorical programs funded through the state's consolidated application process pursuant to Education Code 64000 shall establish a school site council in accordance with Education Code 65000-65001. The school site council shall develop, approve, and annually review and update a school plan for student achievement (SPSA) which consolidates the plans required for those categorical programs into a single plan, unless otherwise prohibited by law. (Education Code 64001)

(cf. 1220 - Citizen Advisory Committees)
(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)
(cf. 6190 - Evaluation of the Instructional Program)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all applicable programs, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. The Superintendent or designee shall also ensure consistency between the specific actions included in the district's local control and accountability plan and the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA whenever there are any material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. (Education Code 64001)

If the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council. The school site council shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 64001)

The Superintendent or designee shall ensure that school administrators and school site council members receive training on the roles and responsibilities of the school site council.

SCHOOL PLANS/SITE COUNCILS (continued)

The SPSA may serve as the school improvement plan required when a school is identified for targeted or comprehensive support pursuant to 20 USC 6303. (Education Code 64001)

(cf. 0500 - Accountability)

Any complaint alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA may be filed with the district in accordance with the district's uniform complaint procedures pursuant to 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 64001)

(cf. 1312.3 - Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE
52-53 Designation of schools
33133 Information guide for school site councils
35147 Open meeting laws exceptions
52060-52077 Local control and accountability plan
52176 English learner advisory committees
56000-56867 Special education
64000 Categorical programs included in consolidated application
64001 School plan for student achievement, consolidated application programs
65000-65001 School site councils
CODE OF REGULATIONS, TITLE 5
3930-3937 Compliance plans
4600-4670 Uniform complaint procedures
11308 English learner advisory committees
UNITED STATES CODE, TITLE 20
6303 School improvement
6311 State plan
6314 Schoolwide programs; schoolwide program plan
6421-6472 Programs for neglected, delinquent, and at-risk children and youth
6601-6651 Teacher and Principal Training and Recruitment program
6801-7014 Limited English proficient and immigrant students
7101-7122 Student Support and Academic Enrichment Grants
7341-7355c Rural Education Initiative

Management Resources: (see next page)

SCHOOL PLANS/SITE COUNCILS (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014
WEST ED PUBLICATIONS
California Healthy Kids Survey
California School Climate Survey
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education: http://www.ed.gov
WestEd: http://www.wested.org

SCHOOL PLANS/SITE COUNCILS

School Site Councils

Each school that operates a program requiring the development of a school plan for student achievement (SPSA) pursuant to Education Code 64001 shall have a school site council composed of the following: (Education Code 65000)

1. The principal or designee

2. Classroom teachers at the school, selected by the classroom teachers at the school

3. Other school personnel who are not teachers, selected by the other personnel at the school who are not teachers

4. Parents/guardians of students attending the school and/or other members of the community, selected by the parents/guardians of students attending the school

5. If the school is a secondary school, students attending the school selected by other secondary students

(cf. 0450 - Comprehensive Safety Plan)

Half of the school site council membership shall consist of school staff in the categories listed in items #1-3 above, the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parents/guardians and/or community members. For a secondary school site council, the remaining half shall be parents/guardians, community members, and/or students. (Education Code 65000)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 65000)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination and equity.

(cf. 0415 - Equity)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

(cf. 1220 - Citizen Advisory Committees)

SCHOOL PLANS/SITE COUNCILS (continued)

School Plan for Student Achievement

The school site council shall develop and annually review and update an SPSA that addresses all federal and/or state categorical programs in which the school participates pursuant to Education Code 64000. (Education Code 64001)

(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)

The SPSA shall be developed with the review, certification, and advice of the school English learner advisory committee, if required. (Education Code 64001)

(cf. 6174 - Education for English Learners)

Other school and district committees, including, but not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP), advisory committee established for special education programs, and Western Association of Schools and Colleges leadership teams, may also be consulted on the content of the plan.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 6190 - Evaluation of the Instructional Program)

Before developing the content of the SPSA, the school site council shall conduct a comprehensive needs assessment pursuant to 20 USC 6314, including an analysis of verifiable state data consistent with the state priorities specified in Education Code 52060 and the indicators in the state accountability system. The school may consider any other data developed by the district to measure student outcomes. (Education Code 64001)

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

The SPSA shall include all of the following: (Education Code 64001)

1. Goals to improve student outcomes, including goals that address the needs of student groups as identified through the needs assessment

2. Evidence-based strategies, actions, or services

3. Proposed expenditures based on the projected resource allocation from the district to address the findings of the needs assessment, including identifying resource inequities, which may include a review of the district's budgeting, the LCAP, and school-level budgeting, if applicable

SCHOOL PLANS/SITE COUNCILS (continued)

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.

The school site council shall approve the proposed SPSA at a meeting for which public notice has been posted**.** Whenever there are material revisions to the SPSA which affect the academic programs for students participating in applicable programs, the SPSA shall be submitted to the Governing Board for review and approval at a regularly scheduled Board meeting. (Education Code 35147, 64001)

The school site council shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, and other interested parties regarding progress toward school goals.

The school site council may amend the SPSA at any time through the same process required for the annual update of the plan.

COMPREHENSIVE SAFETY PLAN

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.7 - Firearms on School Grounds)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.41 - Use of Seclusion and Restraint)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

~~**OPTION 1: (Districts with more than 2,500 ADA, and districts with 2,500 or less ADA that choose to develop school site plans)**~~

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

~~**OPTION 2: (Districts with 2,500 or less ADA that choose to develop a districtwide plan)**~~

~~The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to each school site. (Education Code 32281)~~

COMPREHENSIVE SAFETY PLAN (continued)

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 - Accountability)
(cf. 9320 - Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

COMPREHENSIVE SAFETY PLAN (continued)

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
32260-32262 Interagency School Safety Demonstration Act of 1985
32270 School safety cadre
32280-32289 School safety plans
32290 Safety devices
35147 School site councils and advisory committees
35183 School dress code; uniforms
35291 Rules
35291.5 School-adopted discipline rules
41020 Annual audits
48900-48927 Suspension and expulsion
48950 Speech and other communication
49079 Notification to teacher; student act constituting grounds for suspension or expulsion
67381 Violent crime
GOVERNMENT CODE
54957 Closed session meetings for threats to security
PENAL CODE
422.55 Definition of hate crime
626.8 Disruptions
11164-11174.3 Child Abuse and Neglect Reporting Act
CALIFORNIA CONSTITUTION
Article 1, Section 28(c) Right to Safe Schools
CODE OF REGULATIONS, TITLE 5
11987-11987.7 School Community Violence Prevention Program requirements
11992-11993 Definition, persistently dangerous schools
UNITED STATES CODE, TITLE 20
7111-7122 Student Support and Academic Enrichment Grants
7912 Transfers from persistently dangerous schools
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Management Resources: (see next page)

COMPREHENSIVE SAFETY PLAN (continued)

Management Resources:

CSBA PUBLICATIONS
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, rev. 2011
Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Safe Schools: A Planning Guide for Action, 2002
FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS
Uniform Crime Reporting Handbook, 2004
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss
California Governor's Office of Emergency Services: http://www.caloes.ca.gov
California Healthy Kids Survey: http://chks.wested.org
Centers for Disease Control and Prevention: http://www.cdc.gov/ViolencePrevention
Federal Bureau of Investigation: http://www.fbi.gov
National Center for Crisis Management: http://www.schoolcrisisresponse.com
National School Safety Center: http://www.schoolsafety.us
U.S. Department of Education: http://www.ed.gov
U.S. Secret Service, National Threat Assessment Center: http://www.secretservice.gov/protection/ntac

COMPREHENSIVE SAFETY PLAN

Development and Review of Comprehensive School Safety Plan

The school site council shall consult with local law enforcement, the local fire department, and other first responders in the writing and development of the comprehensive school safety plan. When practical, the school site council shall also consult with other school site councils and safety committees. (Education Code 32281, 32282)

(cf. 0420 - School Plans/Site Councils)

The school site council may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The principal or designee

2. One teacher who is a representative of the recognized certificated employee organization

3. One parent/guardian whose child attends the school

4. One classified employee who is a representative of the recognized classified employee organization

5. Other members, if desired

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Before adopting the comprehensive safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor

2. A representative of the local school employee organization

3. A representative of each parent organization at the school, including the parent teacher association and parent teacher clubs

(cf. 1230 - School-Connected Organizations)

COMPREHENSIVE SAFETY PLAN (continued)

4. A representative of each teacher organization at the school

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

5. A representative of the school's student body government

6. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations

2. Local civic leaders

3. Local business organizations

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

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

(cf. 0500 - Accountability)
(cf. 0510 - School Accountability Report Card)

The plan shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Routine and emergency disaster procedures including, but not limited to:

   a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

(cf. 6159 - Individualized Education Program)

COMPREHENSIVE SAFETY PLAN (continued)

b. An earthquake emergency procedure system in accordance with Education Code 32282

(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 3516.3 - Earthquake Emergency Procedure System)

c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

(cf. 1330 - Use of School Facilities)
(cf. 3516.1 - Fire Drills and Fires)
(cf. 3516.2 - Bomb Threats)
(cf. 3516.5 - Emergency Schedules)
(cf. 3543 - Transportation Safety and Emergencies)

3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations

(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

(cf. 4158/4258/4358 - Employee Security)

5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"

(cf. 5132 - Dress and Grooming)

COMPREHENSIVE SAFETY PLAN (continued)

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

(cf. 5142 - Safety)

8. A safe and orderly school environment conducive to learning

(cf. 5137 - Positive School Climate)

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

(cf. 5144 - Discipline)

10. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions

Among the strategies for providing a safe environment, the comprehensive safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5131 - Conduct)

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, social and emotional learning, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

(cf. 6142.3 - Civic Education)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

COMPREHENSIVE SAFETY PLAN (continued)

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.61 - Drug Testing)
(cf. 5131.62 - Tobacco)
(cf. 5131.63 - Steroids)

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

7. District policy related to possession of firearms and ammunition on school grounds

(cf. 3515.7 - Firearms on School Grounds)

8. Measures to prevent or minimize the influence of gangs on campus

(cf. 5136 - Gangs)

9. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

(cf. 5116.1 - Intradistrict Open Enrollment)

10. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

(cf. 1250 - Visitors/Outsiders)
(cf. 3515 - Campus Security)
(cf. 3515.3 - District Police/Security Department)
(cf. 3530 - Risk Management/Insurance)
(cf. 5112.5 - Open/Closed Campus)
(cf. 5131.5 - Vandalism and Graffiti)

COMPREHENSIVE SAFETY PLAN (continued)

11. Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:

    a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement

    b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support

    c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity

12. Strategies for suicide prevention and intervention

(cf. 5141.52 - Suicide Prevention)

13. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

(cf. 3515.2 - Disruptions)

14. Crisis prevention and intervention strategies, which may include the following:

    a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

(cf. 3515.5 - Sex Offender Notification)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.41 - Use of Seclusion and Restraint)

    b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

    c. Assignment of staff members responsible for each identified task and procedure

COMPREHENSIVE SAFETY PLAN (continued)

d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

(cf. 1112 - Media Relations)
(cf. 9010 - Public Statements)

f. Development of a method for the reporting of violent incidents

g. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

15. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

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

16. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

(cf. 3510 - Green School Operations)
(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions which are aligned with the district budget and facilitate continuous improvement of district practices.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0415 - Equity)

The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education (SBE), that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and two subsequent fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

(cf. 3100 - Budget)

The LCAP shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

Unduplicated students include students who are eligible for free or reduced-price meals, English learners, and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF). (Education Code 42238.02)

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

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students, when there are at least 30 students in the subgroup or at least 15 foster youth or homeless students. (Education Code 52052)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)

The Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 - School Plans/Site Councils)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The LCAP shall also be aligned with other district and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by the SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 6020 - Parent Involvement)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students as defined above. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners to review and comment on the LCAP. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

As part of the parent/guardian and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

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

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

to be included in the LCAP. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan

The Board shall adopt the LCAP prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

The Board may adopt revisions to the LCAP at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

Monitoring Progress

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

(cf. 0500 - Accountability)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Technical Assistance/Intervention

At its discretion, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in identifying district strengths and weaknesses in regard to state priorities, which includes the review of performance data on the state and local indicators included in the Dashboard and other relevant local data, and in identifying effective, evidence-based programs or practices that address any areas of weakness.

2. Assistance from an academic, programmatic, or fiscal expert, or team of experts, in identifying and implementing effective programs and practices that are designed to improve performance in any identified areas of weakness. The district may engage other service providers, including, but not limited to, other school districts, county offices of education, or charter schools, to provide such assistance.

In the event that the County Superintendent requires the district to receive technical assistance based on one or more numerically significant student subgroups meeting the criteria established pursuant Education Code 52064.5, the Board shall work with the County Superintendent, or another service provider at district expense, and shall provide the County Superintendent timely documentation of the district's completion of the activities listed in items #1-2 above or substantially similar activities. (Education Code 52071)

If referred to the California Collaborative for Educational Excellence by either the County Superintendent or the Superintendent of Public Instruction (SPI), the district shall implement the recommendations of that agency in order to accomplish the goals set forth in the district's LCAP. (Education Code 52071, 52074)

If the SPI identifies the district as needing intervention, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: (Education Code 52072)

1. Revision of the district's LCAP

2. Revision of the district's budget in accordance with changes in the LCAP

3. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Legal Reference: (see next page)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Legal Reference:

EDUCATION CODE
305-306 English language education
17002 State School Building Lease-Purchase Law, including definition of good repair
33430-33436 Learning Communities for School Success Program; grants for LCAP implementation
41020 Audits
41320-41322 Emergency apportionments
42127 Public hearing on budget adoption
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacher assignment
48985 Parental notices in languages other than English
51210 Course of study for grades 1-6
51220 Course of study for grades 7-12
52052 Numerically significant student subgroups
52059.5 Statewide system of support
52060-52077 Local control and accountability plan
52302 Regional occupational centers and programs
52372.5 Linked learning program
54692 Partnership academies
60119 Sufficiency of textbooks and instructional materials; hearing and resolution
60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission
64001 Single plan for student achievement
99300-99301 Early Assessment Program
WELFARE AND INSTITUTIONS CODE
300 Dependent child of the court
CODE OF REGULATIONS, TITLE 5
15494-15497 Local control and accountability plan and spending requirements
UNITED STATES CODE, TITLE 20
6312 Local educational agency plan
6826 Title III funds, local plans

Management Resources: (see next page)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Management Resources:

CSBA PUBLICATIONS
The California School Dashboard and Small Districts, October 2018
Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
California School Dashboard
LCFF Frequently Asked Questions
Local Control and Accountability Plan and Annual Update (LCAP) Template
Family Engagement Framework: A Tool for California School Districts, 2014
California Career Technical Education Model Curriculum Standards, 2013
California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Common Core State Standards: Mathematics, rev. 2013
California English Language Development Standards, 2012
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California School Dashboard: http://www.caschooldashboard.org

LOCAL CONTROL AND ACCOUNTABILITY PLAN

Goals and Actions Addressing State and Local Priorities

The district's local control and accountability plan (LCAP) and annual updates shall include, for the district and each district school: (Education Code 52060)

1. A description of the annual goals established for all students and for each numerically significant subgroup as defined in Education Code 52052, including ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. The LCAP shall identify goals for each of the following state priorities:

    a. The degree to which district teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every district student has sufficient access to standards-aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002

(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3517 - Facilities Inspection)
(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

    b. Implementation of the academic content and performance standards adopted by the State Board of Education (SBE), including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Learners)

    c. Parent/guardian involvement and family engagement, including efforts the district makes to seek parent/guardian input in district and school site decision making and how the district will promote parent/guardian participation in programs for unduplicated students, as defined in Education Code 42238.02 and Board policy, and students with disabilities

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6020 - Parent Involvement)
(cf. 6173.1 - Education for Foster Youth)

    d. Student achievement, as measured by all of the following as applicable:

        (1) Statewide assessments of student achievement

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

(2) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692

(3) The percentage of English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency

(4) The English learner reclassification rate

(5) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher

(6) The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)
(cf. 6141.5 - Advanced Placement)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6178 - Career Technical Education)

e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)

f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)
(cf. 6159 - Individualized Education Program)

h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable

2. Any goals identified for any local priorities established by the Board.

(cf. 0200 - Goals for the School District)

3. A description of the specific actions the district will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the district.

For purposes of the descriptions required by items #1-3 above, the Board may consider qualitative information, including, but not limited to, findings that result from any school quality review conducted pursuant to Education Code 52052 or any other reviews. (Education Code 52060)

For any local priorities addressed in the LCAP, the Board and Superintendent or designee shall identify and include in the LCAP the method for measuring the district's progress toward achieving those goals. (Education Code 52060)

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. (Education Code 52060)

Increase or Improvement in Services for Unduplicated Students

The LCAP shall demonstrate how the district will increase or improve 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. (5 CCR 15494-15496)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

When the district expends supplemental and/or concentration grant funds on a districtwide or schoolwide basis during the year for which the LCAP is adopted, the district's LCAP shall: (5 CCR 15496)

1. Identify those services that are being funded and provided on a districtwide or schoolwide basis

2. Describe how such services are principally directed towards, and are effective in, meeting the district's goals for unduplicated students in the state priority areas and any local priority areas

3. If the enrollment of unduplicated students is less than 55 percent of district enrollment or less than 40 percent of school enrollment, describe how these services are the most effective use of the funds to meet the district's goals for its unduplicated students in the state priority areas and any local priority areas. The description shall provide the basis for this determination, including, but not limited to, any alternatives considered and any supporting research, experiences, or educational theory.

Availability of the Plan

The Superintendent or designee shall prominently post the LCAP, any updates or revisions to the LCAP, and the LCFF budget overview for parents/guardians on the homepage of the district's web site. (Education Code 52064.1, 52065)

(cf. 1113 - District and School Web Sites)

CITIZEN ADVISORY COMMITTEES

Committee Charge

When committees are appointed, committee members shall receive written information which includes, but is not limited to:

1. The committee members' names

2. The procedure to be used in the selection of the committee chairperson and other committee officers

3. The name(s) and contact information of staff member(s) assigned to support the work of the committee

4. The goals and specific charge(s) of the committee, including its topic(s) for study

5. The specific period of time that the committee is expected to serve

6. Legal requirements regarding meeting conduct and public notifications

7. Resources available to help the committee perform its tasks

8. Timelines for progress reports and/or final report

9. Relevant Board policies and administrative regulations

Members of advisory committees are not vicariously liable for injuries caused by the act or omission of the district or a committee and are not liable for injuries caused by an act or omission of a committee member acting within the scope of his/her role as a member of the committee. However, a member may be liable for injury caused by his/her own wrongful conduct. (Government Code 815.2, 820.9)

Committees Subject to Brown Act Requirements

Brown Act requirements pertaining to open meetings, notices, and public participation pursuant to Government Code 54950-54963 shall be complied with by any committee created by formal action of the Governing Board, including, but not limited to, the following:

1. Advisory committee established pursuant to Education Code 56190-56194 related to special education

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

2. Advisory committee established pursuant to Education Code 8070 related to career technical education

(cf. 6178 - Career Technical Education)

3. Committee established to assist in development of a student wellness policy pursuant to 42 USC 1758b

(cf. 5030 - Student Wellness)

4. Committee established pursuant to Education Code 17387-17391 related to the use or disposition of excess real property

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

5. Citizens' oversight committee established to examine the expenditure of general obligation bond or school facilities improvement bond revenues passed with a 55 percent majority of the voters pursuant to Education Code 15278 and 15359.3

(cf. 7213 - School Facilities Improvement Districts)
(cf. 7214 - General Obligation Bonds)
(cf. 9130 - Board Committees)
(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9323 - Meeting Conduct)

Committees Not Subject to Brown Act Requirements

The following committees shall comply with procedural meeting requirements established in Education Code 35147:

1. Parent advisory committee and English learner parent advisory committee established pursuant to Education Code 52063 to review and comment on the local control and accountability plan

(cf. 0460 - Local Control and Accountability Plan)

2. School site councils established pursuant to Education Code 65000-65001 to develop and approve a school plan for student achievement

(cf. 0420 - School Plans/Site Councils)

3. District or school advisory committees established pursuant to Education Code 52176 related to programs for English learners

(cf. 6174 - Education for English Learners)

4. School advisory committees established pursuant to Education Code 54425(b) related to compensatory education

(cf. 6171 - Title I Programs)

5. Any district advisory committee established pursuant to Education Code 54444.2 related to migrant education programs

CITIZEN ADVISORY COMMITTEES (continued)

(cf. 6175 - Migrant Education Program)

6. School committees established pursuant to Education Code 11503 related to parent involvement

(cf. 6020 - Parent Involvement)

Meetings of the above councils or committees shall be open to the public, and any member of the public shall have the opportunity to address the council or committee during the meeting on any item within its jurisdiction. Notice of the meeting shall be posted at the school site or other appropriate accessible location at least 72 hours before the meeting, specifying the date, time, and location of the meeting and containing an agenda that describes each item of business to be discussed or acted upon. (Education Code 35147)

The above councils or committees shall not take action on any item not listed on the agenda unless all members present unanimously find that there is a need to take immediate action and that this need came to the council's or committee's attention after the agenda was posted. In addition to addressing items on the agenda, members of the council, committee, or public may ask questions or make brief statements that do not have a significant effect on district students or employees or that can be resolved solely by providing information. (Education Code 35147)

Any council or committee violating the above procedural requirements must, at the demand of any person, reconsider the item at the next meeting, first allowing for public input on the item. (Education Code 35147)

Any materials provided to a council or committee shall be made available to any member of the public upon request pursuant to the California Public Records Act, Government Code 6250-6270. (Education Code 35147)

(cf. 1340 - Access to District Records)

Committees Created by Superintendent

Committees which are created by the Superintendent or designee to advise the administration, do not report to the Board, and are not specified in Education Code 35147 shall not be subject to the requirements of the Brown Act or Education Code 35147.

(cf. 2230 - Representative and Deliberative Groups)

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of $60,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)

2. Contracts for public projects of $200,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)

    a. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain further information about the project, and states the time and place for the submission of bids. This notice shall be disseminated by mail, fax, or email to either or both of the following:

        (1) All contractors on a list of qualified contractors maintained by the district for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due

        (2) All construction trade journals identified pursuant to Public Contract Code 22036

    b. The district shall review the informal bids that were submitted and award the contract, except that:

        (1) If all bids received through the informal process are in excess of $200,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at $212,500 or less and the Board determines the district's cost estimate is reasonable.

        (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.

3. Public projects of more than $200,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)

    a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES
(continued)

(1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.

(2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

(1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.

(2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.

(3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

(cf. 3311 - Bids)

TRANSPORTATION SAFETY AND EMERGENCIES

Cautionary Notice: Government Code 17581.5 relieves 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 administrative regulation related to transportation safety plans and safety instruction for students may be suspended.

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus. If no defect or deficiency is discovered or reported, the driver shall so indicate on the report. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)

Passenger Restraint Systems

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus designed for carrying more than 16 passengers and the driver, and was manufactured on or after July 1, 2005

2. Is a Type 2 school bus or student activity bus designed for carrying 16 or fewer passengers and the driver, or for carrying 20 or fewer passengers and the driver if the bus has a manufacturer's vehicle weight rating of 10,000 pounds or less, and was manufactured on or after July 1, 2004

~~The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.~~

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

(cf. 5131.1 - Bus Conduct)
(cf. 5144 - Discipline)

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher, located in the driver's compartment, which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Child Safety Alert System

In accordance with Vehicle Code 28160, each school bus or student activity bus shall be equipped with an operational child safety alert system at the interior rear of the bus 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.

A student activity bus that does not have a child safety alert system may be used only if all of the following apply: (Vehicle Code 28160)

1. The student activity bus is not used exclusively to transport students.

2. When the student activity bus is used to transport students, the students are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer.

(cf. 1240 - Volunteer Assistance)

3. One adult chaperone has a list of every student and adult chaperone, including a school employee, who is on the student activity bus at the time of departure.

4. The driver has reviewed all safety and emergency procedures before the initial departure, and the driver and adult chaperone have signed a form, with the time and date, acknowledging that the safety plan and procedures were reviewed.

5. Immediately before departure from any location, the adult chaperone shall account for each student on the list of students, verify the number of students to the driver, and sign a form indicating that all students are present or accounted for.

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

6. After students have exited a student activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.

7. The driver shall sign a form with the time and date verifying that all required procedures have been followed.

8. The information required to be recorded pursuant to items #4, 5, and 7 may be recorded on a single form and shall be retained by the district for a minimum of two years.

Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the bus. (Vehicle Code 23123.5, 23125)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

(cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall address all of the following: (Education Code 39831.3)

1. Determination of whether students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112

2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops

3. Boarding and exiting a school bus at a school or other trip destination

4. Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or, if applicable, youth bus

5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

Parental Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a district school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home

2. General rules of conduct at school bus loading zones

3. Red light crossing instructions

4. A description of the school bus danger zone

5. Instructions for safely walking to and from school bus stops

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

(cf. 5145.6 - Parental Notifications)

Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.

2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:

   a. Proper loading and unloading procedures, including escorting by the driver

   b. How to safely cross the street, highway, or private road

   c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use

   d. Proper passenger conduct

   e. Bus evacuation procedures

   f. Location of emergency equipment

   As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

   Each time the above instruction is given, the following information shall be documented:

   a. District name

   b. School name and location

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

c. Date of instruction

d. Names of supervising adults

e. Number of students participating

f. Grade levels of students

g. Subjects covered in instruction

h. Amount of time taken for instruction

i. Bus driver's name

j. Bus number

k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the CHP.

(cf. 3580 - District Records)

3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Bus Accidents

In the event of a school bus accident, the driver shall immediately notify the CHP and the Superintendent or designee. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

Legal Reference:

EDUCATION CODE
39830-39843 Transportation, school buses
39860 Contract for transportation; requirement that student not be left unattended
51202 Instruction in personal and public health and safety
PENAL CODE
241.3 Assault against school bus driver
243.3 Battery against school bus driver
VEHICLE CODE
415 Definition of motor vehicle
545-546 Definition of school bus and student activity bus
22112 Loading and unloading passengers
23123.5 Use of wireless telephone or communications device while driving; exceptions
23125 Use of wireless telephone prohibited while driving school bus
27316-27316.5 Passenger restraint systems
28160 Child safety alert system
34500 California Highway Patrol responsibility to regulate safe operation of school buses
34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses
34501.6 School buses; reduced visibility
34508 California Highway Patrol responsibility to adopt rules re: equipment and bus operations
CODE OF REGULATIONS, TITLE 5
14100-14105 School buses and student activity buses
CODE OF REGULATIONS, TITLE 13
1200-1294 Motor carrier safety
2480 Airborne toxic control measure; limitation on bus idling
CODE OF REGULATIONS, TITLE 19
574-575.3 Inspection and maintenance of fire extinguishers
CODE OF FEDERAL REGULATIONS, TITLE 49
571.1-571.500 Motor vehicle standards, including school buses

Management Resources: (see next page)

TRANSPORTATION SAFETY AND EMERGENCIES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Passenger Restraints Frequently Asked Questions
WEB SITES
American School Bus Council: http://www.americanschoolbuscouncil.org
California Association of School Business Officials: http://www.casbo.org
California Association of School Transportation Officials: http://www.castoways.org
California Department of Education, Office of School Transportation: http://www.cde.ca.gov/ls/tn
California Highway Patrol: http://www.chp.ca.gov
National Transportation Safety Board: http://www.ntsb.gov
U.S. Department of Transportation, National Highway Traffic Safety Administration: http://www.nhtsa.dot.gov

CLASSIFIED PERSONNEL

Exemption from Classified Service

Persons hired solely for purposes which are exempted from the classified service shall nevertheless fulfill the obligations of classified employees related to physical examinations pursuant to Education Code 45122, fingerprinting pursuant to Education Code 45125, and tuberculosis tests pursuant to Education Code 49406. (Education Code 45106)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4212 - Appointment and Conditions of Employment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

OPTION 1: Districts Not Incorporating the Merit System

Individuals hired solely for the following purposes shall not be part of the classified service: (Education Code 45103)

1. Substitute or short-term employees who are employed and paid for fewer than 195 work days per year, including holidays, sick leave, vacation, and other leaves of absences, irrespective of the number of hours worked per day

2. Apprentices and professional experts employed on a temporary basis for a specific project regardless of length of employment

3. Full-time students employed part time

4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760-51769.5 that is financed by state or federal funds

OPTION 2: Merit System Districts

Individuals hired solely for the following purposes shall not be part of the classified service: (Education Code 45256)

1. Apprentices

2. Professional experts employed by the Governing Board or the personnel commission on a temporary basis for a specific project

3. Full-time students employed part time

4. Part-time students employed part time in any college work study program, or in a work experience education program conducted by a community college district pursuant to Education Code 51760-51769.5 that is financed by state or federal funds

CLASSIFIED PERSONNEL (continued)

Restricted Positions

Persons employed in restricted positions pursuant to Education Code 45105 or 45108 shall be classified employees for all purposes except that they shall not be subject to the provisions of Education Code 45272 and 45273 related to promotional examinations and the filling of vacancies, and shall not acquire permanent status or seniority credit. Such persons shall be eligible for promotion into the regular classified service only after completing six months of satisfactory service and satisfactorily completing the qualifying examinations required of all other persons serving in the same class in the regular classified service. (Education Code 45105, 45108)

ABSENCES AND EXCUSES

Excused Absences

Subject to any applicable limitation, condition, or other requirement specified in law, a student's absence shall be excused for any of the following reasons:

1. Personal illness (Education Code 48205)

2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)

4. Attendance at funeral services for a member of the student's immediate family (Education Code 48205)

   Such absence shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

5. Jury duty in the manner provided by law (Education Code 48205)

6. Illness or medical appointment of a child to whom the student is the custodial parent (Education Code 48205)

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

7. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)

   a. Appearance in court

   b. Attendance at a funeral service

   c. Observance of a religious holiday or ceremony

   d. Attendance at religious retreats for no more than four hours per semester

   e. Attendance at an employment conference

   f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

ABSENCES AND EXCUSES (continued)

8. Service as a member of a precinct board for an election pursuant to Elections Code 12302 (Education Code 48205)

(cf. 6142.3 - Civic Education)

9. To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205)

   Such absence shall be granted for a period of time to be determined at the discretion of the Superintendent or designee. (Education Code 48205)

(cf. 6173.2 - Education of Children of Military Families)

10. Attendance at a naturalization ceremony to become a United States citizen (Education Code 48205)

11. Participation in religious exercises or to receive moral and religious instruction at the student's place of worship or other suitable place away from school (Education Code 46014)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

   Absence for student participation in religious exercises or instruction shall not be considered an absence for the purpose of computing average daily attendance if the student attends at least the minimum school day as specified in AR 6112 - School Day, and is not excused from school for this purpose on more than four days per school month. (Education Code 46014)

(cf. 6112 - School Day)

12. Work in the entertainment or allied industry (Education Code 48225.5)

   Such absence shall be excused provided that the student holds a work permit authorizing such work and is absent for a period of not more than five consecutive days and up to five absences per school year. (Education Code 48225.5)

13. Participation with a nonprofit performing arts organization in a performance for a public school audience (Education Code 48225.5)

   A student may be excused for up to five such absences per school year provided that the student's parent/guardian provides a written explanation of such absence to the school. (Education Code 48225.5)

ABSENCES AND EXCUSES (continued)

14. Other reasons authorized at the discretion of the principal or designee based on the student's specific circumstances (Education Code 48205, 48260)

For the purpose of the absences described above, *immediate family* means the student's parent/guardian, brother or sister, grandparent, or any other relative living in the student's household. (Education Code 48205)

Method of Verification

Student absence to care for a child for whom the student is the custodial parent shall not require a physician's note. (Education Code 48205)

For other absences, the student shall, upon returning to school following the absence, present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having charge or control of the student, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

When an absence is planned, the principal or designee shall be notified prior to the date of the absence when possible.

The following methods may be used to verify student absences:

1. Written note, fax, email, or voice mail from parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

   a. Name of student

   b. Name of parent/guardian or parent representative

   c. Name of verifying employee

   d. Date(s) of absence

   e. Reason for absence

(cf. 5113.11 - Attendance Supervision)

3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.

ABSENCES AND EXCUSES (continued)

4. Physician's verification.

   a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may request a note from the medical office to confirm the time of the appointment.

   b. If a student shows a pattern of chronic absenteeism due to illness, district staff may require physician verification of any further student absences.

(cf. 5113.1 - Chronic Absence and Truancy)

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

1. Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)

2. Notify students in grades 7-12 and the parents/guardians of all students enrolled in the district that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)

3. Notify parents/guardians that a student shall not have a grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time. Such notice shall include the full text of Education Code 48205**.** (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5145.6 - Parental Notifications)
(cf. 6154 - Homework/Makeup Work)

USE OF SECLUSION AND RESTRAINT

District staff shall enforce standards of appropriate student conduct in order to provide a safe and secure environment for students and staff on campus, but are prohibited from using seclusion and behavioral restraint to control student behavior except to the limited extent authorized by law.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Definitions

Behavioral restraint includes mechanical restraint or physical restraint used as an intervention when a student presents an immediate danger to self or to others. Behavioral restraint does not include postural restraints or devices used to improve a student's mobility and independent functioning rather than to restrict movement. (Education Code 49005.1)

Mechanical restraint means the use of a device or equipment to restrict a student's freedom of movement. Mechanical restraint does not include the use of devices as prescribed by an appropriate medical or related services professional, including, but not limited to, adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment; vehicle safety restraints during the transport of a student; restraints for medical immobilization; or orthopedically prescribed devices which permit a student to participate in activities without risk of harm. Mechanical restraint also does not include the use of devices by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

(cf. 3515.3 - District Police/Security Department)

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the torso, arms, legs, or head freely. Physical restraint does not include a physical escort in which a staff member temporarily touches or holds the student's hand, wrist, arm, shoulder, or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint also does not include the use of force by peace officers or security personnel for detention or for public safety purposes. (Education Code 49005.1)

Prone restraint means the application of a behavioral restraint on a student in a facedown position. (Education Code 49005.1)

Seclusion means the involuntary confinement of a student alone in a room or an area from which the student is physically prevented from leaving. Seclusion does not include a timeout involving the monitored separation of the student in an unlocked setting, which is implemented for the purpose of calming the student. (Education Code 49005.1)

USE OF SECLUSION AND RESTRAINT (continued)

Prohibitions

Seclusion and behavioral restraint of students shall not be used in any form as a means of coercion, discipline, convenience, or retaliation. (Education Code 49005.8)

(cf. 5144 - Discipline)

In addition, staff shall not take any of the following actions: (Education Code 49005.2, 49005.8)

1. Administer a drug that is not a standard treatment for a student's medical or psychiatric condition in order to control the student's behavior or restrict the student's freedom of movement

2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use as a locked room

3. Use a physical restraint technique that obstructs a student's respiratory airway or impairs a student's breathing or respiratory capacity, including a technique in which a staff member places pressure on the student's back or places his/her body weight against the student's torso or back

4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, the use of a pillow, blanket, carpet, mat, or other item to cover a student's face

5. Place a student in a facedown position with the student's hands held or restrained behind the student's back

6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the student or others

Limited Use of Seclusion or Restraint

Staff shall avoid the use of seclusion and behavioral restraint of students whenever possible. Seclusion or behavioral restraint may be used only to control student behavior that poses a clear and present danger of serious physical harm to the student or others, which cannot be prevented by a response that is less restrictive. (Education Code 49005.4, 49005.6, 49005.8)

(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)

If a student is put in seclusion, the student shall be under constant, direct observation of a staff member. Such observation may be through a window or another barrier through which

USE OF SECLUSION AND RESTRAINT (continued)

the staff member is able to make direct eye contact with the student, but shall not be made through indirect means such as a security camera or closed-circuit television. (Education Code 49005.8)

If a student is restrained, staff shall afford the student the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the student and others. (Education Code 49005.8)

If a prone restraint technique is used on a student, a staff member shall observe the student for any signs of physical distress throughout the use of the restraint. Whenever possible, the staff member monitoring the student shall not be involved in restraining the student. (Education Code 49005.8)

Reports

The Superintendent or designee shall annually collect data on the number of times that seclusion, mechanical restraint, and physical restraint were used on students and the number of students subjected to such techniques. The data shall be disaggregated by race/ethnicity and gender, and reported for students with a Section 504 plan, students with an individualized education program, and all other students. This report shall be submitted to the California Department of Education no later than three months after the end of each school year, and shall be available as a public record pursuant to Government Code 6250-6270. (Education Code 49006)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

Legal Reference:
EDUCATION CODE
49001 Prohibition against corporal punishment
49005-49006.4 Seclusion and restraint
56520-56525 Behavioral interventions, students with disabilities, especially:
56521.1 Emergency interventions when behavior poses threat to student or others
56521.2 Prohibited interventions
GOVERNMENT CODE
6250-6270 California Public Records Act
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973

Management Resources: (see next page)

USE OF SECLUSION AND RESTRAINT (continued)

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Restraint and Seclusion: Resource Document, May 2012
WEB SITES
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education: http://www.ed.gov

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, suicide prevention experts, local health agencies, mental health professionals, and community organizations.

(cf. 1220 - Citizen Advisory Committees)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students

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

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.8 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

SUICIDE PREVENTION (continued)

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)

Legal Reference: (see next page)

SUICIDE PREVENTION (continued)

Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
32280-32289 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5883 Children's Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Preventing Suicide: A Toolkit for High Schools, 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: https://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: https://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: https://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

SUICIDE PREVENTION

Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

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

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth

2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

(cf. 5131.6 - Alcohol and Other Drugs)

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent

4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community

5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

SUICIDE PREVENTION (continued)

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed

8. District procedures for responding after a suicide has occurred

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide

2. Develop coping and resiliency skills and self-esteem

3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent

4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

SUICIDE PREVENTION (continued)

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the staff member shall promptly notify the principal or school counselor, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others within the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary

2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened

3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene

4. Removing other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5141 - Health Care and Emergencies)

SUICIDE PREVENTION (continued)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

SUICIDE PREVENTION (continued)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

DISCIPLINE

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3553 - Free and Reduced Price Meals)

DISCIPLINE (continued)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

(cf. 5131.41 - Use of Seclusion and Restraint)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

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

DISCIPLINE (continued)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

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

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference:

EDUCATION CODE
32280-32289 School safety plans
35146 Closed sessions
35291 Rules
35291.5-35291.7 School-adopted discipline rules
37223 Weekend classes
44807.5 Restriction from recess
48900-48926 Suspension and expulsion
48980-48985 Notification of parent/guardian
49005-49006.4 Seclusion and restraint
49330-49335 Injurious objects
49550-49564.5 Meals for needy students
52060-52077 Local control and accountability plan
CIVIL CODE
1714.1 Parental liability for child's misconduct
CODE OF REGULATIONS, TITLE 5
307 Participation in school activities until departure of bus
353 Detention after school
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
1751-1769j School Lunch Program
1773 School Breakfast Program

Management Resources: (see next page)

DISCIPLINE (continued)

Management Resources:

CSBA PUBLICATIONS
Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015
The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009
CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES
Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Public Counsel: http://www.fixschooldiscipline.org
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

DISCIPLINE

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians

2. Teachers

3. School administrators

4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and parents/guardians

DISCIPLINE (continued)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

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

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative justice program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)

DISCIPLINE (continued)

11. Recess restriction as provided in the section below entitled "Recess Restriction"

12. Detention after school hours as provided in the section below entitled "Detention After School"

13. Community service as provided in the section below entitled "Community Service"

14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

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

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Recess Restriction

Teachers may restrict a student's recess time only when they believe that this action is the most effective way to bring about improved behavior. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.

2. The student shall remain under a certificated employee's supervision during the period of restriction.

DISCIPLINE (continued)

3. The student's teacher shall inform the principal of any recess restrictions imposed.

(cf. 5030 - Student Wellness)
(cf. 6142.7 - Physical Education and Activity)

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

DISCIPLINE (continued)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

MARRIED/PREGNANT/PARENTING STUDENTS

The Governing Board recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6164.5 - Student Success Teams)

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

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

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

(cf. 5145.6 - Parental Notifications)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6200 - Adult Education)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

(cf. 6142.7 - Physical Education and Activity)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6183 - Home and Hospital Instruction)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

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

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child

2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk

3. Access to a power source for a breast pump or any other equipment used to express breast milk

4. Access to a place to store expressed breast milk safely

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600-4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference: (see next page)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Legal Reference:

EDUCATION CODE
221.51 Nondiscrimination; married, pregnant, and parenting students
222 Reasonable accommodations; lactating students
222.5 Pregnant and parenting students, notification of rights
230 Sex discrimination
8200-8498 Child Care and Development Services Act
46015 Parental leave
48205 Excused absences
48206.3 Temporary disability, definition
48220 Compulsory education requirement
48410 Persons exempted from continuation classes
48980 Parental notifications
49553 Nutrition supplements for pregnant/lactating students
51220.5 Parenting skills and education
51745 Independent study
52610.5 Enrollment of pregnant and parenting students in adult education
CIVIL CODE
51 Unruh Civil Rights Act
FAMILY CODE
7002 Description of emancipated minor
HEALTH AND SAFETY CODE
104460 Tobacco prevention services for pregnant and parenting students
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4950 Nondiscrimination, marital and parental status
CODE OF REGULATIONS, TITLE 22
101151-101239.2 General licensing requirements for child care centers
101351-101439.1 Infant care centers
UNITED STATES CODE, TITLE 20
1681-1688 Title IX, Education Act Amendments
UNITED STATES CODE, TITLE 42
1786 Special supplemental nutrition program for women, infants, and children
CODE OF FEDERAL REGULATIONS, TITLE 7
246.1-246.28 Special supplemental nutrition program for women, infants, and children
CODE OF FEDERAL REGULATIONS, TITLE 34
106.40 Marital or parental status
ATTORNEY GENERAL OPINIONS
87 Ops.Cal.Atty.Gen. 168 (2004)
COURT DECISIONS
American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources: (see next page)

MARRIED/PREGNANT/PARENTING STUDENTS (continued)

Management Resources:

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS
Pregnant Students and Confidential Medical Services, 2013
Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012
The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013
WEB SITES
California Department of Education: http://www.cde.ca.gov
California Women's Law Center: http://www.cwlc.org
U.S. Department of Agriculture, Women, Infants, and Children Program: http://www.fns.usda.gov/wic
U.S. Department of Education: http://www.ed.gov

HIGH SCHOOL GRADUATION REQUIREMENTS

The Governing Board desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment.

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

Course Requirements

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

1. ~~Three~~ Four courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)

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

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

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

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

(cf. 6142.93 - Science Instruction)

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

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

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

5. One course in visual or performing arts; foreign language, including American Sign Language; or career technical education (CTE) (Education Code 51225.3)

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

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

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

(cf. 6142.7 - Physical Education and Activity)

7. One course in Health/Careers

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

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

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

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

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

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

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

Exemptions and Waivers

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

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

In addition to credit requirements, students shall:

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

2. Complete 10 hours of Service Learning: All ninth grade students must complete 10 hours of Service Learning. Students who transfer in during their 10th or 11th grade must complete the full 10 hours. Students who transfer in as seniors must complete five hours.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Retroactive Diplomas

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

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

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

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

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

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

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

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

Honorary Diplomas

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

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

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

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

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE
47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4687 Uniform complaint procedures
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

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

EDUCATION OF CHILDREN OF MILITARY FAMILIES

Definitions

Children of military families are school-aged children in the household of: (Education Code 49701)

1. Members who are in full-time duty status in the active uniformed service of the United States, including any member of the National Guard and Reserve on active duty order pursuant to 10 USC 1209 or 1211

2. Members or veterans of the uniformed services who are severely injured and medically discharged or retired, for one year after their medical discharge or retirement

3. Members of the uniformed services who have died while on active duty or as a result of injuries sustained on active duty, for one year after their death

Enrollment and Residency

The Superintendent or designee shall facilitate the enrollment of children of military families and ensure that they are not placed at a disadvantage due to difficulty in the transfer of their records from previous school districts and/or variations in entrance or age requirements. (Education Code 49701)

A child of a military family shall be deemed to meet district residency requirements if the parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. The Superintendent or designee shall accept electronic submission of such a student's application for enrollment, including enrollment in a specific school or program within the district, and for course registration. (Education Code 48204.3)

(cf. 5111.1 - District Residency)

When a child of a military family is transferring into the district, the Superintendent or designee shall enroll the student based on unofficial education records, if official records are not yet available. Upon enrollment, the Superintendent or designee shall immediately request the student's official records from the student's previous district. The Superintendent or designee shall allow the student 30 days from the date of enrollment to obtain all required immunizations. (Education Code 49701)

(cf. 5111 - Admission)
(cf. 5125 - Student Records)
(cf. 5141- Health Care and Emergencies)
(cf. 5141.31- Immunizations)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

A child of a military family shall be allowed to continue attending the school of origin, regardless of any change of residence of the family during that school year, for the duration of the student's status as a child of a military family. (Education Code 48204.6)

To provide a child of a military family the benefit of matriculating with peers in accordance with the established feeder patterns of the district, the following shall apply: (Education Code 48204.6)

1. If the student is transitioning between grade levels, the student shall be allowed to continue in the school district of origin in the same school attendance areas.

2. If the student is transitioning to a middle or high school and the school designated for matriculation is in another district, the student shall be allowed to continue to the school designated for matriculation in that school district.

The principal or designee of the new school shall ensure that the student is immediately enrolled even if the student has outstanding fees, fines, textbooks, or other items or moneys due to the school last attended or is unable to produce clothing or records normally required for enrollment, such as previous academic records, medical records, including, but not limited to, records or other proof of immunization history pursuant to Health and Safety Code 120325-120480, proof of residency, other documentation, or school uniforms. (Education Code 48204.6)

If the student's status changes during a school year due to the end of military service of the student's parent/guardian, the following shall apply: (Education Code 48204.6)

1. If the student is in grades K-8, the student shall be allowed to continue attending the school of origin through the duration of that academic school year.

2. If the student is in high school, the student shall be allowed to continue attending the school of origin through graduation.

A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district, if the school district of proposed enrollment approves the application for transfer. (Education Code 46600, 48307)

(cf. 5117 - Interdistrict Attendance)

When a child of a military family is transferring out of the district, the Superintendent or designee shall provide the student's parents/guardians with a complete set of the student's records or, if the official student record cannot be released, an unofficial or "hand-carried" record. Upon request from the new district, the Superintendent or designee shall provide a copy of the student's record to the new district within 10 days. (Education Code 49701)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

Transportation

The Superintendent or designee may, but is not required to, provide transportation to enable a child of a military family to attend the school of origin or to matriculate to a feeder school as described above, except when indicated in the individualized education program (IEP) of a student with a disability or otherwise required by federal law. (Education Code 48204.6)

Placement

Whenever a student's parent/guardian is serving on active duty or has been discharged from military service within the last year and the student transfers to a new school as the direct result of the military transfer or discharge, the Superintendent or designee may, prior to the receipt of official transcript(s) or the arrival of the student, review the student's coursework to date, including any unofficial transcript(s), to determine the appropriate placement of the student in classes. The evaluation shall also include communication with school counselors and teachers at the former school by videoconferencing, email, and/or telephone calls. (Education Code 51251)

The Superintendent or designee shall initially honor the placement of any child of a military family in educational courses and programs based on the student's enrollment and/or assessment in the previous school. The Superintendent or designee may, to the extent permitted by Board policy, waive course or program prerequisites, preconditions, and/or application deadlines when making decisions regarding placement of children of military families and their eligibility for extracurricular academic, athletic, and social activities. (Education Code 49701)

(cf. 6141.5 - Advanced Placement)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Learners)

When a child of a military family transferring into the district has been identified as an individual with a disability pursuant to 20 USC 1400-1482, the Superintendent or designee shall provide comparable services based on the student's current IEP. In addition, when the child of a military family transferring into the district is eligible for services under Section 504 of the federal Rehabilitation Act, the Superintendent or designee shall make reasonable accommodations and modifications to address the needs of the student subject to the student's existing Section 504 plan. The district may authorize subsequent evaluations of the student to ensure appropriate placement. (Education Code 49701)

(cf. 6159 - Individualized Education Program)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

Transfer of Coursework and Credits

When a child of a military family transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a nonpublic, nonsectarian school or agency, or a juvenile court school and shall not require the student to retake the course. (Education Code 51225.2)

(cf. 6146.3 - Reciprocity of Academic Credit)
(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

If the student did not complete the entire course, the student shall be issued partial credit for the coursework completed and shall be required to take only the portion of the course not completed at the previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the student's parent/guardian, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued, the student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. (Education Code 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject.

In no event shall the district prevent a child of a military family from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

(cf. 6143 - Courses of Study)

Absences

When a student's parent/guardian is an active duty member and is called to duty for, is on leave from, or is immediately returned from deployment to a combat zone or to combat support posting, the Superintendent or designee may grant additional excused absences to the student to visit with the parent/guardian. (Education Code 49701)

(cf. 5113 - Absences and Excuses)

Graduation Requirements

To obtain a high school diploma, a child of a military family shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional graduation requirements prescribed by the Governing Board.

(cf. 6146.1 - High School Graduation Requirements)

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

However, when a child of a military family who has completed the second year of high school transfers into the district from another school district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements that are in addition to the statewide coursework requirements specified in Education Code 51225.2, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the student's transfer, the Superintendent or designee shall notify the student and parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a child of a military family pursuant to Education Code 49701. (Education Code 51225.1)

To determine whether a child of a military family is in the third or fourth year of high school, the district shall use either the number of credits earned as of the date of the transfer or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any child of a military family who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a child of a military family to transfer schools in order to qualify for an exemption, and no child of a military family or parent/guardian shall be permitted to request a transfer solely to qualify for an exemption. (Education Code 51225.1)

If a child of a military family is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a child of a military family while enrolled in school or upon transfer to another school or school district. (Education Code 51225.1)

If the Superintendent or designee determines that a child of a military family is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and, if under 18 years of age, the student's parent/guardian of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution

EDUCATION OF CHILDREN OF MILITARY FAMILIES (continued)

2. Provide information to the student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the student, or with the parent/guardian if the student is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Notification and Complaints

Information regarding the educational rights of children of military families, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint alleging that the district has not complied with requirements regarding the education of children of military families, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

MIGRANT EDUCATION PROGRAM

The Governing Board desires to provide a comprehensive program for migrant students that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for migrant students.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible migrant students and in the provision of migrant education services. The Superintendent or designee shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.6 - School Health Services)
(cf. 5147 - Dropout Prevention)
(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Learners)

The district shall give first priority for services to migrant students who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)

(cf. 6011 - Academic Standards)

The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)

The Superintendent or designee shall ensure that each migrant student is placed at the appropriate grade level upon enrollment and is provided services in accordance with an individual needs assessment and learning plan.

The Superintendent or designee shall annually report to the Board regarding student performance on statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education program. In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board

MIGRANT EDUCATION PROGRAM (continued)

shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

(cf. 0500 - Accountability)
(cf. 6162.51 - State Academic Achievement Tests)

Legal Reference:
EDUCATION CODE
200 Educational equity
220 Prohibition against discrimination
234.7 Student protections relating to immigration and citizenship status
51225.1 Exemption from district graduation requirements
51225.3 High school graduation, course requirements
54440-54445 Migrant education program
CODE OF REGULATIONS, TITLE 5
3080 Application of uniform complaint procedures
4600-4670 Uniform complaint procedures
UNITED STATES CODE, TITLE 20
6311 Title I state plan
6381-6381k Even Start family literacy program
6391-6399 Education of migrant students
7881 Services for private school students
CODE OF FEDERAL REGULATIONS, TITLE 34
200.81-200.89 Migrant education program

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
2017 State Service Delivery Plan
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Education of Migratory Children Under Title I, Part C of the Elementary and Secondary Education Act of 1965, Non-Regulatory Guidance, rev. March 2017
WEB SITES
California Department of Education, Migrant Education Office: http://www.cde.ca.gov/sp/me
U.S. Department of Education, Office of Migrant Education: http://www.ed.gov/about/offices/list/oese/ome
West Ed, Migrant Student Information Network: https://www.wested.org/project/migrant-student-information-network-msin

MIGRANT EDUCATION PROGRAM

Eligibility

Students age 3 to 21 years shall be eligible for the district's migrant education program if they, their parents/guardians, or their spouses are migratory agricultural workers or fishers who, in the preceding 36 months, moved into the district due to economic necessity and engaged in new temporary or seasonal employment or personal subsistence in agriculture or fishing. If such employment was not secured soon after the move, students may be considered migrant students if they, their parents/guardians, or their spouses actively sought such new employment and have a recent history of moves for temporary or seasonal agricultural or fishing employment. (20 USC 6399; 34 CFR 200.81)

A student who ceases to be a migrant student during a school term shall be eligible for services until the end of the term. If comparable services are not available through other programs, a student who is no longer migratory may continue to receive services for one additional school year. Students who were eligible for services in secondary school may continue to be served through credit accrual programs until graduation. (20 USC 6394)

Student Records

The Superintendent or designee shall maintain records documenting the eligibility of students enrolled in the district's migrant education program. However, the district shall not collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining eligibility for migrant education services.

(cf. 5125 - Student Records)
(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall acquire education and health records from migrant students' previous school districts, as appropriate.

When a migrant student transfers to another district, the student's records shall be provided to the receiving district upon request at no cost in order to assist that district in meeting the needs of the student. (20 USC 6398)

Program Components

The migrant education program shall include all of the following components: (Education Code 54443.1)

1. A general needs assessment summarizing the needs of the population to be served

2. A comprehensive program to meet the educational, health, and related needs of participating students which supplements the district program and includes, but is not limited to:

MIGRANT EDUCATION PROGRAM (continued)

a. Instructional services, including academic, remedial and compensatory, bilingual-crosscultural, and career technical instruction

(cf. 6174 - Education for English Learners)
(cf. 6177 - Summer Learning Programs)
(cf. 6178 - Career Technical Education)

b. Counseling and career education services

(cf. 6164.2 - Guidance/Counseling Services)

c. Preschool services in accordance with Education Code 54443

(cf. 5148.3 - Preschool/Early Childhood Education)

d. Other educational services that are not otherwise available in sufficient quantity or quality to eligible migrant students

e. The acquisition of instructional materials and equipment necessary to adequately provide the appropriate services

f. Other related services to meet the special needs of eligible migrant students to enable them to participate effectively in instructional services

g. The coordination and teaming of existing resources serving migrant students, such as bilingual-crosscultural education, health screening, and compensatory education

(cf. 5141.6 - School Health Services)
(cf. 5147 - Dropout Prevention)
(cf. 6171 - Title I Programs)

3. Individual assessment of the educational and relevant health needs of each participating student, within 30 days of enrollment, including assessments concurrently provided pursuant to compensatory education, bilingual-crosscultural education, school improvement programs, and other programs serving the student

4. A brief individual learning plan listing the services to be provided to each student, which shall be given to the parent/guardian in writing or at a parent/guardian conference, annually and when the student moves to a new district

5. Staffing and staff development plans and practices to meet the needs of students and implement the program

MIGRANT EDUCATION PROGRAM (continued)

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

6. Parent/guardian and community involvement as specified in Education Code 54444.2, including, but not necessarily limited to, the establishment of a parent/guardian advisory council to actively involve parents/guardians in planning, operating, and evaluating the district's migrant education program

(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

The migrant education program shall provide for the same opportunities for parent/guardian involvement that are provided to parents/guardians for federal Title I programs. (20 USC 6394)

7. Evaluations which include annual student progress and overall program effectiveness and quality control reports

Contingent upon funding, the district shall provide home-based and/or school-based family literacy services to migrant families to enhance literacy levels, parenting skills, and English language skills of parents/guardians.

Summer School

The district shall conduct summer school program(s) for eligible migrant students. The summer school program shall respond to the individual needs of participating students and shall build on and be consistent with the instructional programs offered to these students during the regular school year. Coursework shall be of the same level of difficulty in each subject as that provided to students enrolled in regular classes of instruction within the district in the preceding year. (Education Code 54444.3)

Teachers in the summer school program shall have cultural training or background and understanding of the special needs of migrant students and possess the proper credential for the subjects and grade levels to which they are assigned. (Education Code 54444.3)

The program shall comply with the following requirements for instructional time: (Education Code 54444.3)

1. For kindergarten class, a minimum of 180 minutes per day, including recesses, for not less than 20 instructional days

2. For grades 1-8, a minimum of 200 minutes per day, including recesses and passing time but excluding noon intermissions, for not less than 20 instructional days

MIGRANT EDUCATION PROGRAM (continued)

3. For grades 7-12, a minimum of 240 minutes per day, including passing time but excluding noon intermissions, for not less than 30 instructional days

When district facilities that are suitable for the summer climate are available, the district shall make facilities available at cost to other agencies that request facilities for the operation of migrant summer school programs. When approved by the Superintendent of Public Instruction, the district may jointly offer facilities with a neighboring district to meet the needs of the migrant summer school program for the entire area. (Education Code 54444.3)

Applicability of Graduation Requirements

To obtain a high school diploma, migrant students shall complete all courses required by Education Code 51225.3 and shall generally fulfill any additional graduation requirements prescribed by the Board.

(cf. 6146.1 - High School Graduation Requirements)

However, when a migrant student who has completed the second year of high school transfers into the district or transfers between high schools within the district, the student shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of the fourth year of high school. Within 30 calendar days of the transfer, the Superintendent or designee shall notify the student and the student's parent/guardian of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student no longer meets the definition of a migrant student. (Education Code 51225.1)

(cf. 5145.6 - Parental Notifications)

To determine whether a migrant student is in the third or fourth year of high school, the district shall use either the number of credits the student has earned as of the date of the transfer or the length of school enrollment, whichever qualifies the student for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any migrant student who is granted an exemption and the student's parent/guardian how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

MIGRANT EDUCATION PROGRAM (continued)

The district shall not require or request a migrant student to transfer schools in order to qualify for an exemption, and no request for a transfer solely to qualify for an exemption shall be made by a migrant student or parent/guardian. (Education Code 51225.1)

If a migrant student is exempted from local graduation requirements, the exemption shall continue to apply after the student no longer meets the definition of a migrant student if the student is still enrolled in school or transfers to another school or district. (Education Code 51225.1)

Upon making a finding that a migrant student is reasonably able to complete district graduation requirements within a fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the student and parent/guardian of the student's option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect the student's ability to gain admission to a postsecondary educational institution

2. Provide information to the student about transfer opportunities available through the California Community Colleges

3. Upon agreement with the student or parent/guardian, permit the student to stay in school for a fifth year to complete the district's graduation requirements

Parent Advisory Council

The parent advisory council shall be comprised of members who are knowledgeable of the needs of migrant students and shall be elected by the parents/guardians of students enrolled in the district's migrant education program. The composition of the council shall be determined by the parents/guardians at a general meeting to which all parents/guardians of participating students shall be invited. The parents/guardians shall be informed, in a language they understand, that they have the sole authority to decide on the composition of the council. (Education Code 54444.2)

At least two-thirds of the advisory council shall consist of parents/guardians of migrant students. (Education Code 54444.2)

All parent/guardian candidates for the council shall be nominated by parents/guardians. Nonparent candidates, such as teachers, administrators, other school personnel, or students, shall be nominated by the groups they represent. All other community candidates shall be nominated by the parents/guardians. (Education Code 54444.2)

MIGRANT EDUCATION PROGRAM (continued)

The parent/guardian advisory council shall meet at least six times during the year and shall: (Education Code 54444.4)

1. Establish program goals, objectives, and priorities

2. Review annual needs assessments, program activities for each school, and individual learning plans

3. Advise on the selection, development, and reassignment of migrant education program staff

4. Participate actively in planning and negotiating program applications and service agreements

5. Perform all other responsibilities required under state and federal laws or regulations

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

The Superintendent or designee shall provide the council, without charge, a copy of all applicable state and federal migrant education statutes, rules, regulations, guidelines, audits, monitoring reports, and evaluations. Upon request, these materials also shall be provided without charge to each member of the council. (Education Code 54444.2)

Notification and Complaints

Information regarding the educational rights of migrant students, as specified in Education Code 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 51225.1, 51225.2)

Any complaint that the district has not complied with requirements regarding the education of migrant students, as specified in Education Code 51225.1 or 51225.2, may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

HOME AND HOSPITAL INSTRUCTION

A student with a temporary disability which makes school attendance impossible or inadvisable shall be entitled to receive individual instruction at home or in a hospital or other residential health facility, excluding state hospitals. (Education Code 48206.3)

(cf. 5112.2 - Exclusions from Attendance)

Temporary disability means a physical, mental, or emotional disability incurred while a student is enrolled in regular day classes or an alternative education program, and after which the student can reasonably be expected to return to regular day classes or the alternative education program in which the student is enrolled. *Temporary disability* does not include a disability that would qualify a student for special education pursuant to Education Code 56026. (Education Code 48206.3)

(cf. 5141.22 - Infectious Diseases)
(cf. 6158 - Independent Study)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians of district students regarding: (Education Code 48206.3, 48208, 48980)

1. The availability of individual instruction for any student with a temporary disability, including information regarding student eligibility for, and the duration of, individual instruction

2. The rights and responsibilities of parents/guardians of any student with a temporary disability pursuant to Education Code 48207 and 48208

(cf. 5145.6 - Parental Notifications)

Parents/guardians shall notify the principal or designee when their child is temporarily disabled and needs individual instruction at home or in a hospital or other residential health facility.

Determination of Student Eligibility

Not later than five working days after receiving notification from a parent/guardian that a student has a temporary disability, the Superintendent or designee shall determine whether the student will be able to receive individual instruction at home or in a hospital or residential health facility. (Education Code 48208)

The Superintendent or designee may require verification through any reasonable means that the student is temporarily disabled and needs individual instruction.

HOME AND HOSPITAL INSTRUCTION (continued)

Provision of Individual Instruction

Individual instruction at a student's home or in a hospital or other residential health facility shall begin no later than five working days after the Superintendent or designee makes the determination that the student is eligible to receive individual instruction. (Education Code 48207.5, 48208)

The district shall be responsible for providing individual instruction to any temporarily disabled student who is in a hospital or other residential health facility located within district boundaries, whether or not the student is enrolled in the district. If the student is enrolled in another district, the Superintendent or designee may enter into an agreement to have the student's district of residence provide the individual instruction. The Superintendent or designee may also enter into an agreement to provide individual instruction to a district student who is in a hospital or other residential health facility located within the boundaries of another district. (Education Code 48208)

(cf. 5111.1 - District Residency)

Whenever the district provides individual instruction to a non-district student who is in a hospital or other residential health facility located within district boundaries, the Superintendent or designee shall, within five working days of the beginning of the individual instruction, provide written notification to the student's district of residence that, effective on the date on which individual instruction began, the district of residence may not count the student for purposes of computing that district's average daily attendance. (Education Code 48208)

A student receiving individual instruction in a hospital or residential health facility for a partial week shall be entitled to attend school or receive individual instruction at home on days in which the student is not receiving individual instruction in the hospital or other residential health facility, if the student is well enough to do so. (Education Code 48207.3)

Home or hospital instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. (Education Code 44865)

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

Insofar as possible, the teacher providing home or hospital instruction shall consult with the student's current classroom teacher(s) so as to provide a continuity of instruction that enables the student to stay abreast with the regular school program.

HOME AND HOSPITAL INSTRUCTION (continued)

The district's attendance supervisor shall ensure that the absences of any temporarily disabled student receiving individual instruction at home or in a hospital or other residential health facility are excused until the student is able to return to the regular school program. (Education Code 48240)

(cf. 5113 - Absences and Excuses)
(cf. 5113.11 - Attendance Supervision)

Return to School

A student receiving individual instruction who is well enough to return to school shall be allowed to return to the school that the student attended immediately before receiving individual instruction, if the return occurs during the school year in which the individual instruction was initiated. (Education Code 48207.3)

Legal Reference:

EDUCATION CODE
44865 Qualifications for home teachers
45031 Home teachers
48200 Minimum school day
48206.3-48208 Students with temporary disabilities; individual instruction
48240 Supervisors of attendance
48980 Parental notifications
51800-51802 Employment of home teachers
56026 Individual with exceptional needs
CODE OF REGULATIONS, TITLE 5
421 Method of verification
423 Prolonged illness

AGENDA/MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

Each agenda shall state the meeting time and place and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9321- Closed Session Purposes and Agendas)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting of a committee comprised exclusively of Board members**,** provided that members of the public were afforded an opportunity to comment on the item at that meeting and that the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

(cf. 9323 - Meeting Conduct)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request should be made if an individual requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

(cf. 9121 - President)
(cf. 9122 - Secretary)

AGENDA/MEETING MATERIALS (continued)

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

Any Board action that involves borrowing $100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

(cf. 9323.2 - Actions by the Board)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

AGENDA/MEETING MATERIALS (continued)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 - Board Member Electronic Communications)

Agenda Dissemination to Members of the Public

Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)
(cf. 1340 - Access to District Records)

AGENDA/MEETING MATERIALS (continued)

If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference: (see next page)

AGENDA/MEETING MATERIALS (continued)

Legal Reference:
EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 Right of public to place matters on agenda
GOVERNMENT CODE
6250-6270 Public Records Act
53635.7 Separate item of business
54954.1 Mailed agenda of meeting
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54956.5 Emergency meetings
54957.5 Availability of public records
54960.2 Challenging board actions; cease and desist
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications
36.303 Auxiliary aids and services
COURT DECISIONS
Mooney v. Garcia, (2012) 207 Cal.App.4th 229
Caldwell v. Roseville Joint Union High School District, 2007 U.S. Dist. LEXIS 66318
ATTORNEY GENERAL OPINIONS
99 Ops. Cal. Atty. Gen. 11 (2016)
78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:
CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2015
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
WEB SITES
CSBA, Agenda Online: http://www.csba.org
California Attorney General's Office: http://www.oag.ca.gov

MINUTES AND RECORDINGS

The Governing Board recognizes that maintaining accurate minutes of Board meetings helps foster public trust in Board governance and provides a record of Board actions for use by district staff and the public.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9323 - Meeting Conduct)

The secretary of the Board shall keep minutes and record all official Board actions. The Board's minutes shall be public records and shall be made available to the public upon request. (Education Code 35145, 35163)

(cf. 1340 - Access to District Records)
(cf. 9122 - Secretary)
(cf. 9323.2 - Actions by the Board)

The minutes of Board meetings shall include, but not be limited to:

1. A notation of which Board members are present, in person or by teleconference, and whether a member is not present for part of the meeting due to late arrival and/or early departure

(cf. 9250 - Remuneration, Reimbursement and Other Benefits)
(cf. 9320 - Meetings and Notices)

2. A brief summary of the Board's discussion on each agenda topic, rather than a verbatim record of each Board member's specific points of view during the discussion

3. A summary of the public comments made on agendized items and unagendized topics

4. The specific language of each motion and the names of the Board members who made and seconded the motion

5. Preferential votes cast by student Board member(s) (Education Code 35012)

(cf. 9150 - Student Board Members)

6. Any action taken by the Board, and the vote or abstention on that action of each Board member present (Education Code 35145; Government Code 54953)

Upon request by a student's parent/guardian, or by the student if age 18 or older, the minutes shall not include the student's or parent/guardian's address, telephone number, date of birth, or email address, or the student's name or other directory information as defined in Education Code 49061. The request to exclude such information shall be made in writing to the secretary or clerk of the Board. (Education Code 49073.2)

MINUTES AND RECORDINGS (continued)

(cf. 5125.1 - Release of Directory Information)

The Board agenda shall include a statement of the option and process for students and parents/guardians to request that such information be excluded from the minutes.

The Superintendent or designee shall distribute a copy of the "unapproved" minutes of the previous meeting(s) with the agenda for the next regular meeting. The Board shall approve the minutes as circulated or with necessary amendments.

Upon approval by the Board, the minutes shall be signed by ~~_____~~.the Clerk of the Board and the Superintendent.

Official Board minutes and recordings shall be stored in a secure location and shall be retained in accordance with law.

(cf. 3580 - District Records)

Any minutes or recordings kept for Board meetings held in closed session shall be kept separately from the minutes or recordings of regular and special meetings. Minutes or recordings of closed sessions are not public records. (Government Code 54957.2)

(cf. 9321.1 - Closed Session Actions and Reports)

Recording or Broadcasting of Meetings

The district may tape, film, stream, or broadcast any open Board meeting. At the beginning of the meeting, the Board president shall announce that a recording or broadcasting is being made at the direction of the Board and that the recording or broadcast may capture images and sounds of those attending the meeting. As practicable, the recorder or camera shall be placed in plain view of meeting participants.

Any district recording may be erased or destroyed 30 days after the meeting. Recordings made at the direction of the Board during a meeting are public records and, upon request, shall be made available for inspection by members of the public on district equipment without charge. (Government Code 54953.5)

Legal Reference: (see next page)

MINUTES AND RECORDINGS (continued)

Legal Reference:
EDUCATION CODE
35012 Number of members; terms; student board members
35145 Public meetings
35163 Official actions, minutes and journals
35164 Vote requirements
49061 Student records; definitions
49073.2 Privacy of student and parent/guardian personal information
GOVERNMENT CODE
54952.2 Meeting defined
54953 Meetings
54953.5 Audio or video recording of proceedings
54953.6 Broadcasting of proceedings
54957.2 Closed sessions; clerk; minute book
54960 Violations and remedies
PENAL CODE
632 Unlawful to intentionally record a confidential communication without consent
CODE OF REGULATIONS, TITLE 5
16020-16027 Classification and retention of records

Management Resources:
CSBA PUBLICATIONS
Call to Order: A Blueprint for Great Board Meetings, 2015
The Brown Act: School Boards and Open Meeting Laws, rev. 2014
WEB SITES
CSBA, Agenda Online: http://www.agendaonline.com

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:	March 7, 2019
SUBJECT:	Announcement of the Expiration of Terms of Office on the School Facilities Oversight Committee (SFOC)

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 30, 2020. As member Michael Moynahan will be completing his third term, he will "term out" on May 30, 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			

The purpose of this report is to inform the Board of Education of the expiration of terms on the SFOC, and to seek their guidance as to the continuance of the nine-member committee or the possibility of reducing the appointed committee members to a total of seven as required by Education Code. In addition, administration seeks guidance as to whether the Board desires outreach to be made to the remaining Alternate Member, John Burckart (who is not currently attending meetings) to determine if he has an interest in and is able to serve as a full voting member. Finally, staff seeks guidance as to whether the Board wishes to advertise the immediate vacancy and impending vacancies utilizing local media outlets. Sample media advisories accompany this report.

Fiscal Impact

The potential fiscal impact is the cost of securing paid classified advertising in the *Burbank Leader* and online through www.myBurbank.com

Recommendation

Matt Hill, Superintendent, will report on the status of the membership of the School Facilities Oversight Committee, seek guidance from the Board of Education with regard to the number of committee members the Board wishes to maintain on the SFOC, and seek input as to how they wish to approach replacing those members whose third terms will be expiring this year and next, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
1900 WEST OLIVE AVENUE
BURBANK, CALIFORNIA 91506-2460
TELEPHONE (818) 729-4422 • FAX (818) 729-4550

NEWS ADVISORY

FOR IMMEDIATE RELEASE
Date: March 10, 2019

CONTACT: Kimberley Clark
(818) 729-4422

District Seeks Applicants for Appointment to School Facilities Oversight Committee

BURBANK, Calif. - The Burbank Unified School District is currently seeking Members and Alternate Members to serve on the School Facilities Oversight Committee (SFOC). This Committee provides oversight as to how the funds have been spent relative to the Measure S Project Plan. 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, a member of a business organization, and two members of the general public.

Applications are available from the Office of the Superintendent of Schools, 1900 W. Olive Avenue, Burbank, (818) 729-4422, and on the District's website: www.burbankusd.org

# # #

Submitted by:
Kimberley Clark, 818-729-4422
Executive Assistant to the Superintendent/Public Information Officer

SAMPLE

District Seeks Applicants for Appointment to School Facilities Oversight Committee

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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.

Applications are available from the Office of the Superintendent of Schools, 1900 W. Olive Ave., Burbank, (818) 729-4422, and on the home page of the District's website: www.burbankusd.org

SAMPLE

# # #

Submitted by:
Kimberley Clark, 818-729-4422
Executive Assistant to the Superintendent/Public Information Officer

BURBANK UNIFIED SCHOOL DISTRICT
Burbank, California

OFFICE OF THE SUPERINTENDENT

ANNOUNCEMENT

TIMELINE FOR APPOINTMENT OF MEMBERS TO SCHOOL FACILITIES OVERSIGHT COMMITTEE

- Application period shall be March 15 – May 1, 2019.
- Application process to be announced during Board meetings on April 4 and April 18, 2019, and on the District's website and Facebook page.
- Completed applications due by 5:00 p.m. on Wednesday, May 1, 2019. **Late applications will not be accepted.**
- Copies of applications sent to Board on May 2, 2019.
- Review of applications by Board members, and individual interviewing of candidates by Board members (at their discretion) from May 2 through May 6, 2019.
- Appointment to Committee made at Board meeting of May 16, 2019.

APPLICATIONS ARE AVAILABLE IN THE SUPERINTENDENT'S OFFICE
1900 W. OLIVE AVENUE, BURBANK – (818) 729-4422
and on the District's website:
www.burbankusd.org

SAMPLE

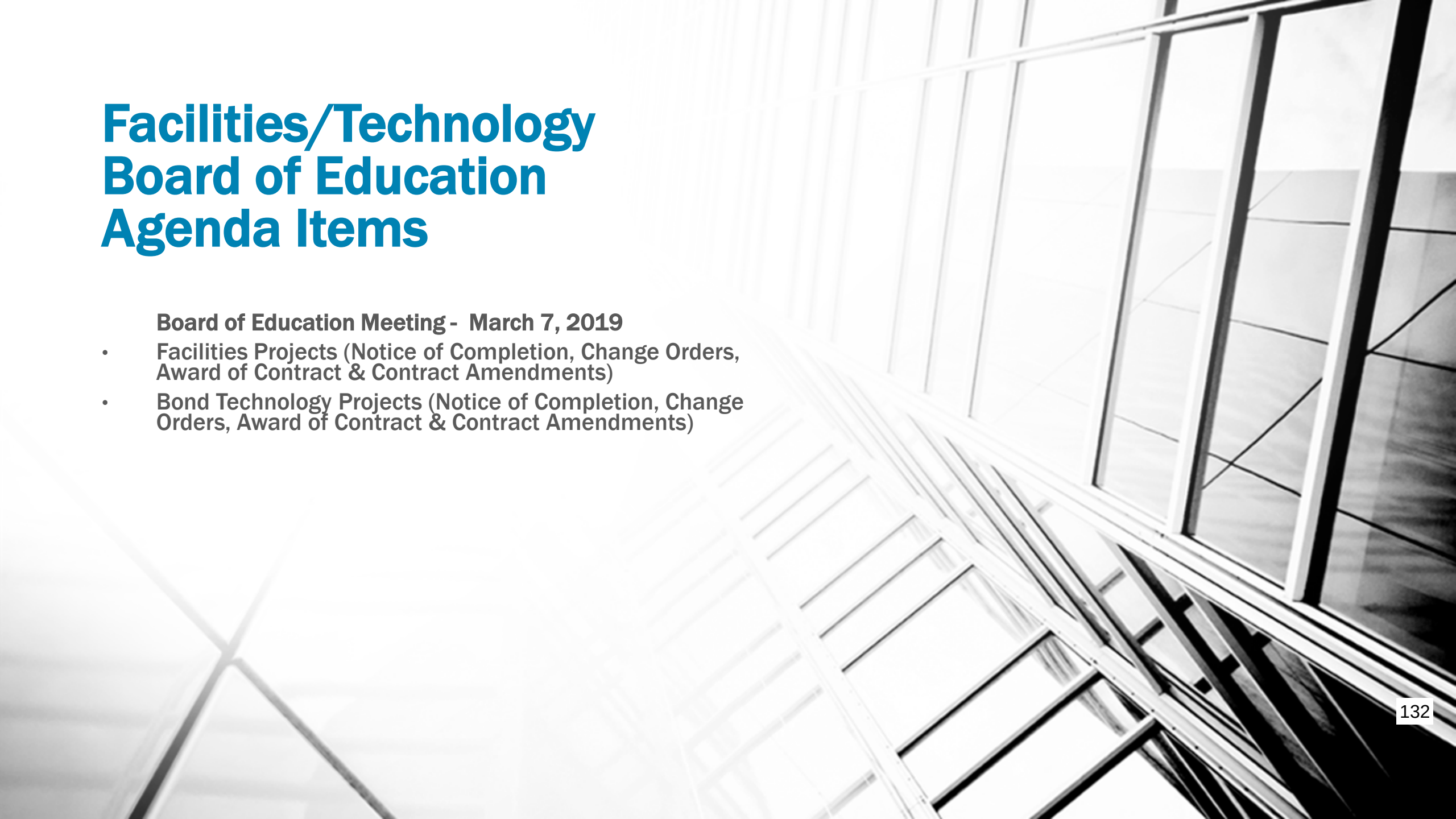
# # #

Submitted by:
Kimberley Clark, 818-729-4422
Executive Assistant to the Superintendent/Public Information Officer

Facilities/Technology Board of Education Agenda Items

Board of Education Meeting - March 7, 2019

- Facilities Projects (Notice of Completion, Change Orders, Award of Contract & Contract Amendments)
- Bond Technology Projects (Notice of Completion, Change Orders, Award of Contract & Contract Amendments)

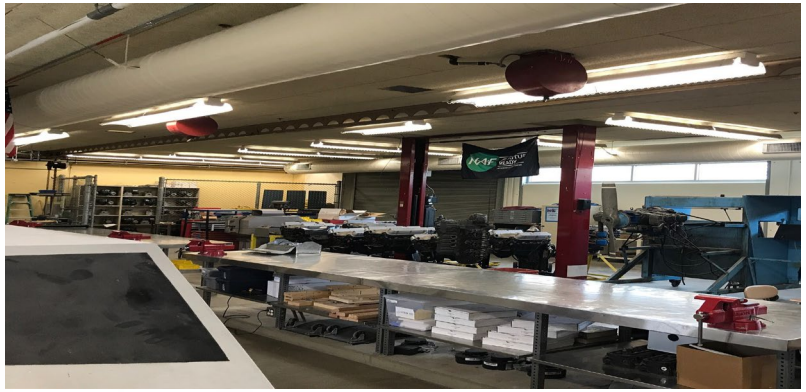


Notices of Completion

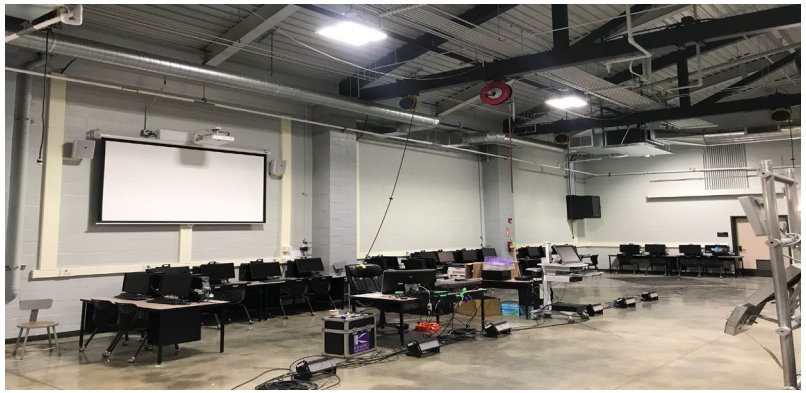
Location – David Starr Jordan Middle School
Project –Makerspace
Contractor – Scorpio Industries dba AireMasters
Final Contract Amount - $198,192.65
(Career Technical Education Incentive Grant Fund)



Location – John Burroughs High School
Project – Makerspace
Contractor – Scorpio Industries dba AireMasters
Final Contract Amount - $277,692
(Career Technical Education Incentive Grant Fund)



Location – Burbank High School
Project – Makerspace
Contractor – Scorpio Industries dba AireMasters
Final Contract Amount - $355,296.66
(Growth Fund)



Notices of Completion

Location – Community Day School
Project –Asphalt Installation
Contractor –Universal Asphalt
Final Contract Amount - $19,252.40 (Restricted Routine Maintenance Fund)



Professional Agreement

- **Location – Walt Disney Elementary School**
- Project – New Modular Classrooms
- Contractor – Silver Creek Industries
- Reason – The scope of this design work is inclusive of only the building and the components within the building, any work outside of the building is to be performed by the site design team, Cannon Design, under a separate contract, however, the coordination activities identified are to be included in this modular building design services. $41,828 (Bond Fund)

Change Orders

- **Location – Bret Harte Elementary School**
- Project – Modular
- Contractor – PMC Concrete
- Reason – This additive change order includes 2 scopes of work. Phase I is the installation of approximately 50 linear feet of retaining curb with reinforcing re-bar. Phase II will be installing a new property line curb and approximately 250 linear feet of curb as per the proposals. $29,908 PO 1900259 (Bond Fund) Ratification

- **Location – Robert Louis Stevenson Elementary School**
- Project – Modular
- Contractor – Silver Creek Industries
- Reason- On March 15, 2018, the Board of Education ratified a deductive change order to Silver Creek Industries Modular project due to the deletion of two modular buildings, which resulted in a net deductive change order of ($205,060.00) PO 18001120 (Bond Fund)

  This is a ratification of the additive change order to Silver Creek Industries, Inc., Robert Louis Stevenson Modular project for the installation of upgraded flooring and fire sprinkler system which resulted in a additive change order of $105,319.56 PO 18001120 (Bond Fund) Ratification

Change Orders

Location – Bret Harte Elementary School

- Project – Landscape Irrigation Improvements
- Contractor – Pierre Landscape
- Reason – The deductive change order is due to the reduction of scope; irrigation in front of the school was deemed unnecessary by the District Grounds Department. ($64,180) (Routine Maintenance Fund)

Facilities/Technology Board of Education Items

Bond Technology Projects:

Notice of Completion, Change Orders, Award of Contract & Contract Amendments



Award of Contract

Location – Thomas Edison Elementary School

- Project –Bogen Emergency Paging System
- Contractor - Intercom Clock and Signal Service
- Reason –Edison Elementary School will receive the Bogen Public address system which will provide the campus with features that the site did not have which will be consistent with the District Standard. $96,935.36 (Bond Fund)

- **Location – Bret Harte Elementary School**
- Project – Procurement and Installation of Playground Equipment
- Contractor – Play Power LT Farmington
- Reason - Some of the existing equipment is obsolete and replacement parts are no longer available and some of the other components have reached their life expectancy. The purchase and installation of this new playground equipment will provide Bret Harte with the necessary upgrades to their play equipment. $21,856.98 (Bond Fund)

Award of Contract

Location –Various Sites

- **Project** –District Wide Cellular Monitoring Services, Various Sites
- **Contractor - Intercom Clock and Signal Service**
- **Reason** –The agreement will further the implementation of a District-wide fire alarm monitoring program. This agreement will be for a 16-month period from March 1, 2019-June 30, 2020 to align with the fiscal year. Afterwards, the contract will be renewed on an annual basis to continue to monitor the cellular services at each site. $1,989.60 (General Fund) Ratification

Location – District- Wide

- Project - E-Rate Data Cabling and Network Electronics, District-wide
- Contractor - Dimension Data
- Reason - The District will only release purchase orders for a subset of the equipment and cabling as projects are approved on an individual basis, and the District may elect to purchase only a portion of the equipment and cabling included on this Scope of Work, depending project priority and funding availability. The fiscal impact to the District is $370,463.74. The total cost is $906,073.97. The E-Rate discount is $535,610.23. (Bond Fund)

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:	March 7, 2019
SUBJECT:	Public Hearing of the District's Initial Proposal for the 2019 - 2020 Amendment to the Current Collective Bargaining Agreement with the California School Employees Association (CSEA), Chapter 674

Background:
Pursuant to Government Code 3547, all initial proposals of public school employees, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public record. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal. This enables the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer and to know of the positions of their elected representatives. After the public has had the opportunity to express itself; the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.

Discussion/Issues:
In accordance with the collective bargaining agreement with CSEA, an Amendment to the Current Collective Bargaining Unit Agreement for 2019 - 2020 will be negotiated. The District's initial proposal is presented for public review and comment as outlined in the attached Exhibit.

Fiscal Impact:
This is the initial bargaining proposal and the financial implication will not be determined until the AB1200 is developed and presented to the Board of Education and the community at the conclusion of negotiations.

Recommendation:
The Board of Education will hold a public hearing to allow public comment regarding the 2019-2020 Initial Bargaining proposal to the California School Employees Association, Chapter 674, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

TO: Mary Hyman, CSEA President, Chapter 674
Angie Reyes, Labor Relations Representative

FROM: Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

DATE: February 4, 2019

RE: Initial Proposal, 2019-2020 Amendment Agreement

Pursuant to Article 28 of the Collective Bargaining Agreement between the Burbank Unified School District and the California School Employees Association, Chapter 674, the District proposes to begin negotiations relative to a 2019-2020 Amendment to the current Agreement.

Negotiations shall include, but not be limited to, basic concerns stated as follows:

Article 8: Compensation
The District wishes to explore compensation considering the Local Control Funding Formula.

Article 9: Health and Welfare Benefits
The District will explore benefits as part of the total compensation offered to employees.

The District will sunshine the initial proposal at the February 21, 2019 Board Meeting. The District's initial proposal will be presented for public review and comment and the public will be invited to comment at the Public Hearing to be held at the regular scheduled Board meeting on March 7, 2019.

The District reserves the right to amend, modify, or add to this proposal during the course of negotiations.

Cc: Roberta Reynolds, Board President
Matt Hill, Superintendent

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:	March 7, 2019
SUBJECT:	Second Reading and Acceptance of the District's 2019 - 2020 Initial Bargaining Proposal with the California School Employees Association (CSEA), Chapter 674

Background:
Pursuant to Government Code 3547, all initial proposals of public school employees, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal. This enables the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer and to know of the positions of their elected representatives. After the public has had the opportunity to express itself; the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.

Discussion/Issues:
In accordance with the collective bargaining agreement with CSEA, an Amendment to the Current Collective Bargaining Agreement for 2019 - 2020 will be negotiated. The District's initial proposal is presented for public review and comment as outlined in the attached Exhibit.

Fiscal Impact:
This is the initial bargaining proposal and the financial implication will not be determined until the AB1200 is developed and presented to the Board of Education and the community at the conclusion of negotiations.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education accept the District's 2019 – 2020 Initial Bargaining proposal with the California School Employees Association, Chapter 674, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

TO: Mary Hyman, CSEA President, Chapter 674
Angie Reyes, Labor Relations Representative

FROM: Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

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The District reserves the right to amend, modify, or add to this proposal during the course of negotiations.

Cc: Roberta Reynolds, Board President
Matt Hill, Superintendent

BURBANK UNIFIED SCHOOL DISTRICT
Special Education

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:	March 7, 2019
SUBJECT:	Adoption of Resolution 21 Proclaiming April, 2019 as Autism Awareness Month

Background:

More than twenty years ago, the Autism Society started a nationwide effort to promote autism awareness, inclusion and self-determination for all, with the objective of assuring that all individuals living with Autism Spectrum Disorder (ASD) are provided the opportunity to achieve the highest possible quality of life.

Across the United States, the month of April is now widely recognized as Autism Awareness Month. Under the leadership of national organizations such as the Autism Society and Autism Speaks, many local government agencies and school districts have joined this campaign of awareness, understanding, and advocacy.

Discussion/Issues:

Burbank Unified School District (BUSD) currently services nearly 350 students diagnosed with ASD. The number of children diagnosed continues to increase worldwide. According to 2014 statistics from the Centers for Disease Control and Prevention, one out of sixty eight children born in the United States has ASD.

BUSD provides a full continuum of services and supports for students with ASD. These can range from support in the general education classroom setting, to receiving Specialized Academic Instruction and Related Services in Resource Specialist Programs (RSP), Special Day Classes (SDC), or being served in a non-public school setting.

For the past few years, some of our schools and programs have joined the autism community by celebrating Autism Awareness Month, and by wearing blue shirts on April 2, which is World Autism Awareness Day. This day will be commemorated by famous landmarks being lit up on blue. This year, at George Washington Elementary School, students and staff will be decorating the school's hallways the first week of April in commemoration of this event.

The District's resolution will formally acknowledge the importance of raising awareness of Autism and the value of being part of a community that supports individuals with ASD, as well as their families and those who work with them in the District's schools.

Recommendation:

Tom Kissinger, Assistant Superintendent, Education Services, recommends that the Board of Education adopt Resolution 21 proclaiming the month of April, 2019 as Autism Awareness Month, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
RESOLUTION 21

PROCLAIMING APRIL, 2019 AS
AUTISM AWARENESS MONTH

Whereas: Autism is a developmental disorder, typically diagnosed during the first three years of life, often impeding individuals' ability to communicate and interact with others;

Whereas: In March of 2014, the Centers for Disease Control (CDC) released data on the prevalence of autism in the United States. The CDC surveillance student identified one in every sixty eight children as having Autism Spectrum Disorder (ASD).

Whereas: Autism is four times more likely to occur in boys than girls, but can affect anyone, regardless of race, ethnicity, or other factors;

Whereas: Early diagnosis and intervention programs lead to significantly improved outcomes for individuals with autism;

Whereas: Individuals with Autism often require a lifetime of specialized and community support services to ensure their health and safety and to support families' resilience as they manage the psychological and financial challenges autism can present;

Whereas: Burbank Unified School District employs qualified and caring individuals who strive to improve the lives of students and families affected by autism;

Whereas: Burbank Unified School District is dedicated to developing and sustaining programs and resources that support students and families affected by autism

Whereas: April, 2019 is designated as National Autism Awareness Month to increase public awareness of the need to support individuals with autism and family members, educators, and other professionals who teach and care for individuals with autism.

Now, Therefore Be It Resolved: That the Board of Education recognizes National Autism Awareness Month from April 1 to April 30, 2019.

Adopted: This 7th day of March, 2019 by the Board of Education of the Burbank Unified School District.

_____
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 Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley Clark, Executive Assistant to the Superintendent
DATE:	March 7, 2019
SUBJECT:	Adoption of Resolution 22 – Proclaiming April 2019 as the Burbank Unified School District's Genocide Remembrance Month

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Background:

April is recognized as a month of remembrance by many global communities that have been affected by inhumane activities throughout history as they remember the Holocaust; Armenian Genocide; Assyrian Genocide; Cambodian Genocide; Chechen Genocide; Native American Genocide; Rwandan Genocide; Srebrenica Genocide; Biafra; Darfur; the Irish and Ukrainian Famines; the brutal regimes of Mao and Stalin; and more recently, the atrocities occurring in Syria, to name just a few.

The term Genocide is defined as the deliberate and systematic extermination of a large group of people based solely on their culture, ethnicity, physical characteristics, political affiliation, race, religion, sexual orientation, and/or tribal identity. Many families residing in the city of Burbank have members, including students enrolled in Burbank schools, who have been affected by these egregious acts.

Discussion/Issues:

The State of California has been at the forefront of encouraging and promoting a curriculum relating to human rights and genocide in order to empower future generations to prevent recurrence of these atrocities. The Burbank Unified School District supports these educational efforts. The formal resolution that follows expresses recognition of these historic events and confirms support for providing educational opportunities for District faculty and students as well as the community at large to increase their understanding.

Fiscal Impact:

None

Recommendation:

Matt Hill, Superintendent, recommends that the Board of Education adopt Resolution 22 – Proclaiming April 2019 as the Burbank Unified School District's Genocide Remembrance Month, as presented.

RESOLUTION 22 PROCLAIMING APRIL 2019 AS THE BURBANK UNIFIED SCHOOL DISTRICT'S GENOCIDE REMEMBRANCE MONTH

WHEREAS: "Those who cannot remember the past are condemned to repeat it" is a quote widely ascribed to Winston Churchill, but was actually coined by the 19th century philosopher George Santayana; and

WHEREAS, April is recognized as a month of remembrance by many global communities that have been affected by inhumane activities throughout history, as they remember the Holocaust; Armenian Genocide; Assyrian Genocide; Cambodian Genocide; Chechen Genocide; Native American Genocide; Rwandan Genocide; Srebrenica Genocide; Biafra; Darfur; the Irish and Ukrainian Famines; the brutal regimes of Mao and Stalin; and more recently, the atrocities occurring in Syria, to name just a few; and

WHEREAS, the term Genocide, used herein, is defined as the deliberate and systematic extermination of a large group of people based solely on their culture, ethnicity, physical characteristics, political affiliation, race, religion, sexual orientation and/or tribal identity; and

WHEREAS, the City of Burbank and the Burbank Unified School District include many families that have been touched by the horrors of these egregious acts, with some members whom experienced first-hand the horror and evil of one of these events; and

WHEREAS, the State of California has been at the forefront of encouraging and promoting a curriculum relating to human rights and genocide in order to empower future generations to prevent recurrence of genocide; and

WHEREAS, the Burbank Unified School District shall continue to provide teacher-training workshops and educational resources pertaining to historic genocides, including the Holocaust and the Armenian Genocide, to all high school social studies teachers and students in accordance with law and the History-Social Science Framework for California Public Schools;

NOW, THEREFORE, BE IT RESOLVED that the Burbank Unified School District Board of Education hereby proclaims the month of April 2019 as "Genocide Remembrance Month," and in doing so, commemorates and honors the victims of Genocide, and ensures that all historically significant Genocides are objectively taught and discussed by its faculty with both the student body, and the greater community at large;

PASSED, APPROVED, AND ADOPTED this 7th day of March, 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
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Gabriella Platten, Administrative Secretary
DATE:	March 7, 2019
SUBJECT:	Approval of Agreement with Burbank Community YMCA for Learn, Grow, Thrive Program, Summer 2019

Background:

On November 1, 2016, a Request for Proposal (RFP) was posted to the Burbank Unified School District's website inviting organizations to fill out and return the application to operate a summer program. All completed RFP's were due on or before November 18, 2016. One organization submitted an application during the 2016 RFP process. After careful consideration, using a pre-determined rubric that was provided in the RFP application, the District selected the Burbank Community YMCA as the program provider. The RFP also allowed the District to exercise a decision to continue the RFP for summer 2019.

The funding source that will be used for the 2019 summer program for grades K-5 is Title I. Additionally, the YMCA will also contribute to the funding. The actual grades that will be offered is dependent on available funding though grades 1 and 2 are currently being planned for at a minimum. The Summer 2019 YMCA Learn, Grow, Thrive Program is intended for Title I sub-groups, and students with "1's" and "2's" in English/Language Arts and/or Mathematics in grades K-5.

The guidelines for this RFP included:

- A program that meets the academic needs of the targeted sub-groups
- A program that has a system for measuring student academic progress
- A program that can provide a high quality child care program for students beyond the regular school day
- A program that provides a daily schedule that meets the developmental needs of elementary grades students
- A program design for grades K through 5 that is funded by BUSD for up to $125,000 from Title I

District-Wide Goals for 2018-19:

1. Improve student learning and achievement for targeted sub-groups.
2. Improve student learning and achievement for all students.
3. Align all instruction and student learning to California State Standards.

Discussion/Issues:

The proposed 2019 Summer School Program will be held at Emerson Elementary School for grades K through 5, depending on available funding. This program will begin on Monday, June 3, 2019 and end on Wednesday, July 3, 2019 for a total of 20 days, though the program days could be expanded with additional funding. The educational program hours will be 9:00 a.m. – 1:00 p.m. Further, child care will be offered in the mornings from 8:00 a.m. to 9:00 a.m., then in the afternoons from 1:00 p.m. to 6:00 p.m. The program will provide additional instruction for underperforming students in English Language Arts and Mathematics by a certificated classroom teacher. Literacy and math instruction will be four hours of the day and enrichment instruction will be six hours daily. The program will serve low income pupils, English learners, foster youth, and redesignated fluent English proficient students including students eligible for Title I alternative supports services. The program plans on serving up to 300 students in grades K-5 dependent on available funding. As the program vendor, YMCA will incur the cost of Use of Facilities, per Category II of the current Board Approved Use of Facilities Rate Schedule.

Given the success of the summer 2018 program as measured by pre- and post-assessment data and a parent survey, it was determined to extend the RFP by the Burbank Community YMCA.

Fiscal Impact:

The District contract, an agreement for up to $125,000 beginning on March 8, 2019 through July 31, 2019 with the Burbank Community YMCA. The funding from Title I is sufficient to support this agreement. The District is not responsible for any additional charges or expenses should grant funding cease.

Recommendation:

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and Burbank Community YMCA, to provide services for the 2019 Elementary Summer Program, not to exceed $125,000 from Title I ($25,000 - 01.0-30100.0-11100-10012-5810-5480000; $81,250 - 01.0-30100.0-11100-10012-5110-5480000, fiscal year 2018-2019; $18,750 - 01.0-30100.0-11100-10012-5110-5480000, fiscal year 2019-2020) effective March 8, 2019 through July 31, 2019, and that authority to sign this agreement be exercised pursuant to BUSD-AR 3314, as presented.

AGREEMENT TO PROVIDE FOR
YMCA LEARN, GROW THRIVE SUMMER PROGRAM
FOR BURBANK UNIFIED SCHOOL DISTRICT ELEMENTARY SCHOOL STUDENTS

The Burbank Unified School District ["DISTRICT"], and Burbank Community YMCA, a California Non-Profit Corporation ["YMCA"] enter into this agreement ["Agreement" for the following purposes and with reference to the following facts:

WHEREAS, DISTRICT, is the Local Educational Agency and applicant for the 2019 Elementary Summer Program, LCAP Grant funds, ["GRANT").

WHEREAS, DISTRICT seeks to contract with YMCA, to provide certain elements of the 2019 Elementary Summer program required by the conditions of the GRANT.

WHEREAS, it is necessary and desirable that this Agreement be executed for the purposes stated herein.

NOW, THEREFORE, it is hereby agreed by each of the parties to this Agreement as follows:

1. Scope of Services

The DISTRICT collaborates with the YMCA to operate comprehensive educational and enrichment activities for up to 300 students, designated at Emerson Elementary School. There is an allowance for additional students whose families pay the YMCA for summer program and/or child care services. The District will accommodate those students with appropriate classroom space.

YMCA agrees to comply with any further requirements imposed on the DISTRICT by the California Department of Education ["COE"] as a result of the Title I funds. YMCA agrees to the following:

A. **Operational Requirements**

- To operate Monday, June 3, 2019 through Friday, July 12, 2019 from 8:00 a.m. until 6:00 p.m. No school will be held on Thursday, July 4, 2019. A summer school day is any day that students attend the summer school day during the summer school year. The program will operate five days per week.

- To fulfill the administrative functions for hiring summer school staff. Decisions on hiring, wages and management will be performed by the YMCA's Summer Program Director. The YMCA reserves the right to terminate any employee for violation of any YMCA policies or BUSD District policies or regulations.

- To develop a curriculum and enrichment plan that meets the educational needs of the students who will be served by the program. This plan shall be consistent with the plan outlined in the original proposal, submitted by the YMCA, in November, 2016.

- To follow California Department of Education and District Elementary Summer School 2019 program requirements and guidelines with the use of Title I GRANT funds.

- To collaborate with the District administrative staff and the District's Elementary Summer Site Coordinator(s) to provide high quality educational and enrichment elements that may include, but are not limited to: literacy, mathematics, recreation, physical fitness, and citizenship/ character building activities. Such activities might involve art, music, physical education, nutrition education, general recreation, career awareness, work preparation activities, community service- learning, and other youth development activities, as based on students' needs and interests.

- To collaborate in providing a safe physical and emotional environment, with opportunities for relationship-building and to promote active pupil engagement.

- To comply with all federal statues relating to nondiscrimination, including the Title VI of Rights Act 1964 (45 *USC* sections 2000d through 2000d 4) prohibiting discrimination on the basis of race, color, or national origin, Title IX of the Education Amendments of 1972 (20 *USC* sections 1681 1683) prohibiting discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973 (20 *USC* Section 794) prohibiting discrimination on the basis of handicap; and The Age Discrimination Act (42 *USC* Section et seq.) prohibiting discrimination on the basis of age.

B. **Staffing Requirements**

- To ensure that all personnel who have direct supervision of students be subject to the approval of the DISTRICT, and meet the minimum qualifications as stated in the grant by passing the DISTRICT approved YMCA assessment for program staff.

- To collaborate with the DISTRICT to ensure that all program staff managed by YMCA participate in training regarding DISTRICT procedures and safety/emergency rules and regulations.

- To collaborate and ensure that all staff and volunteers managed by YMCA will fulfill health screening and fingerprint clearance requirements in current law according to DISTRICT policy.

- To ensure that any individuals hired specifically to teach students are fully credentialed.

C. **Reporting and Evaluation of Program**

- To provide background checks, fingerprints, hiring and payroll services, Consistent with DISTRICT policies and administrative regulations.

- To keep accurate records and report actual pre-approved expenditures to the DISTRICT on a monthly basis.

- To provide information for the statewide independent evaluation as required under Title I.

- To implement procedures that enable the District to assist employees to complete registration forms and annual enrollment information for YMCA as may reasonably be necessary to enable YMCA to fulfill their duties and requirements.

- To respond to any additional surveys or other methods of data collection that may be required by the California Department of Education under Title I funds throughout the life of the program.

- Provide reports to the DISTRICT as may reasonably be necessary to enable the DISTRICT to perform its duties. YMCA will maintain and provide access to all records used in the preparation of such reports for a period of five years.

2. **Use of District Facilities**

   A. The DISTRICT shall provide sufficient after school classroom, playground and other space as necessary for the 2019 YMCA Learn Grown Thrive Elementary Summer Program.

   B. As the contracted vendor for the Summer YMCA agrees that the cost for use of Facilities will be incurred by the YMCA, and that cost will be deducted from the $125,000 that BUSD agrees to pay the YMCA for operating the 2019 Learn Grow Thrive (LGT) program.

3. **Term** The term of this Agreement is from February 22, 2019 to June 30, 2019 and July 1, 2019 to July 12, 2019.

4. **Compensation** In consideration of satisfactory provision of the above services, and in accordance with the provisions of the Title I GRANT funds, DISTRICT will compensate YMCA as follows:

   a. $125,000 (minus the agreed upon Use of Facilities rate - per Category II of the current DISTRICT Board approved Use of Facilities Rate Schedule) payable to YMCA as follows:

   $125,000 for the purchase of expenditures for YMCA staff providing direct services to students on summer school days when the YMCA program is operating from June 3, 2019 through July 12, 2019.

   b. Compensation to the YMCA will only be made out of Title I GRANT funds received by the DISTRICT and only up to the limits of this Agreement for which allowable and approved expenditures were made. DISTRICT is not responsible for any additional charges or expenses.

c. The DISTRICT agrees to submit all Title I GRANT related reports required by the CDE or U.S. Department of Education in a timely manner and in advance of deadlines.

d. YMCA agrees to supply the DISTRICT with any and all reporting information that is required by the COE or U.S. Department of Education in a timely manner and in advance of any deadlines.

5. **Termination** This Agreement may be terminated by DISTRICT for cause. Any concerns related to a potential termination for cause will be expressed by

DISTRICT to YMCA in writing. YMCA will have 30 days to remedy these concerns. In the event of termination, YMCA will receive compensation for services satisfactorily provided based upon this Agreement up to and including the date of termination.

This Agreement may be terminated by YMCA for cause. Any concerns related to a potential termination for cause will be expressed by YMCA to DISTRICT in writing. The DISTRICT will have 30 days to remedy these concerns.

6. **Amendment** This contract may be amended by written agreement of both parties.

7. **Indemnification**

7.1 Except to the extent resulting from or arising out of the negligence or willful misconduct of the DISTRICT, its Board or any member thereof, or their respective officers, employees, agents or representatives, YMCA agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and

covenants not to sue, the DISTRICT, its Board and each member thereof; and their respective officers, employees, agents or representatives, from any and all liability, toss, suits, claims, damages, costs, judgments and expenses including attorney's fees and costs of litigation which result from, or arise out of, are claimed to result from or to arise out of any act of neglect, default or omission of YMCA its employees, representatives, subcontractors, or agents relating to its activity or performance under this Agreement.

7.2 Except to the extent resulting from or arising out of the negligence or willful misconduct of the YMCA, its Board or any member thereof, or their respective officers, employees, agents or representatives DISTRICT agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, and covenants not to sue, the YMCA, its Board and each member thereof; and their respective officers, employees, agents or representatives, from any and all liability, loss suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which result from, or arise out of, or are claimed to result from or to arise out of any act of neglect, default or omission of DISTRICT, its employees, representatives, subcontractors, or agents relating to its activity or performance under this Agreement.

8 **Insurance** YMCA, at its own expense, shall procure and maintain policies of insurance of the types and in the amounts set forth below; for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage. Insurance must be maintained with firms

licensed in California and recognized by the State. All firms shall have an "A.M. Best" rating of "A" or better. YMCA will provide evidence of all necessary insurance. Insurance provisions outlined below will be in effect and must be complied with during the term of the Agreement.

8.1 Comprehensive General Liability insurance with limits of at least $2,000,000 combined single limits for bodily injury and death, and $500,000 property damage meeting the above standards.

8.2 YMCA shall comply with the applicable sections of the California Labor Code concerning worker's compensation for injuries on the job. Compliance is accomplished by securing and maintaining in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of $1,000,000.00 per accident. The policy shall be endorsed to waive all rights of subrogation against DISTRICT, its board members, officers, employees, and volunteers for losses related to worker's compensation arising from performance of this Agreement.

8.3. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to the DISTRICT.

8.4. Prior to commencement of performance, YMCA shall furnish DISTRICT with a certificate of insurance for each policy. Each certificate is to be signed certificate(s) must be in a form approved by DISTRICT. DISTRICT may require complete, certified copies of any or all policies at any time.

8.5. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, YMCA shall immediately notify DISTRICT and

cease all performance under this Agreement until further directed by the DISTRICT.

8.6 The YMCA, its Board or any member thereof, or their respective officers, employees, agents or representatives will be endorsed as additional insured as respects liability arising out of District's performance of this Agreement.

9 **Severance Provision** In the event that any of the terms or provisions of this Agreement are found to be legally unenforceable, then the remaining terms and conditions shall nevertheless be enforceable without regard to any such provisions or terms that are found to be legally unenforceable.

10. **Counterparts** This Agreement may be executed in counterparts, each of which when taken together shall constitute one binding Agreement.

IN WITNESS HEREOF, the parties hereto, have approved and executed this Agreement on the date set forth opposite their respective signatures

M Cutone 2-14-19

Mary Cutone	Date	Peter J. Knapik, Ed.D.	Date
President & CEO Burbank Community YMCA		Director of Elementary Education Burbank Unified School District	

Burbank Unified School District
Instructional Services Department

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Peter Knapik, Director, Elementary Education

PREPARED BY: Peter Knapik, Director, Elementary Education

SUBMITTED BY: Gabriella Platten, Administrative Secretary

DATE: March 7, 2019

SUBJECT: Approval of Fee Increase for Continuing and Newly Enrolled Children at the Horace Mann Children's Center and the Monterey Child Care Program

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Background:
On December 6, 2018 and February 21, 2019, Staff provided the Board of Education with an annual update on the status of programs operated by the District's Child Development Department. That report included information that showed the extent to which each individual program was operating, in terms of financial viability. Two of the programs that have been historically operating at a fiscal deficit are the Horace Mann Children's Center and the Monterey Child Care Program. The report also provided comparisons between the District's early child care programs and those operated elsewhere in the community. It was determined that the District's programs are below market value, in terms of cost.

District-wide Goals 2018-2019:
7.1: Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

Discussion/Issues:
At the February 21, 2019 presentation, Staff proposed raising the fees for children continuing in the Horace Mann Children's Center and the Monterey Child Care Program, by 10% for the 2019-2020 school year. A separate increase is proposed for newly enrolled children who would be charged market rates as summarized in the chart below. Additionally, it is proposed that there be a $100 annual wait list fee per family. By doing so, Staff projects that the District would reduce its fiscal deficit at each of these programs. Staff is proposing raising the monthly fees, effective July 1, 2019. The new rates would be as follows:

Age Group	Current Fees	Continuing Children with 10% Fee Increase	Fees for BUSD Employee Children	Newly Enrolled Children
Infants (3 month – 2 year olds)	$325	$385	$295	$425
Toddlers (2-3 year olds)	$300	$330	$279	$365
Preschool (3-5 year olds)	$235	$259	$214	$325

Fiscal Impact:
Raising the fees at Horace Mann Children's Center and the Child Care Program at MontereyChild Care Center, would reduce the deficits for these programs.

Recommendation:
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve 1) a 10% fee increase for continuing children, 2) set rates at market rate for newly enrolled children at the Horace Mann Children's Center and the Monterey Child Care Program and 3) an annual waitlist fee of $100 per family with either program, effective July 1, 2019, as presented.

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:	March 7, 2019
SUBJECT:	Approval of Disassociation of the Burbank High School Boys Basketball Boosters

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Background:

The Burbank Unified School District has Board Policy and Administrative Regulations which provide the parameters for School Connected Organizations. These policies are in place so that fundraising entities can legitimately operate in accordance with state and federal guidelines and regulations. Additionally, the policies are in place so that fundraising organizations are also following the parameters of California Education Code. Similarly, these documents also provide the structure the district must follow in order to disassociate with a fundraising organization. The following is take from Administrative Regulation 1230, as it pertains to the disassociation of a fundraising group:

"It shall be the prerogative of the Superintendent, either independently or upon the advice of the administrator, to recommend to the Board the disassociation of the school or district from any organization at such time as it is determined that the organization no longer functions in the best interest of the students, the school, and/or the district."

"If a school connected organization does not agree with a decision relating to any of the provisions contained in this policy and regulation, the organization may appeal the decision in writing to the Superintendent or designee. Appeals, in writing, shall be made within 30 days of a decision. The Superintendent or designee will render a decision within 30 days of the receipt of the written appeal from the appealing organization."

District Wide Goals 2018-2019:

7.1 Create a positive school climate by maintaining a safe environment and developing a sense of belonging for all students and staff.

Discussion/Issues:

It is the recommendation of the principal, Dr. Michael Bertram, and the Burbank Schools Boosters Association (BSBA) to disassociate with the Burbank High School Boys Basketball Boosters on the basis of non-compliance:

- Failure to execute the 2018-2019 Affiliation Agreement with BSBA and payment of the affiliation fee

- Failure to submit ANY Compliance documentation including Part 1 and Part 2 as required under the provisions of the 2018-2019 Affiliation Agreement in order to receive board approval with Burbank Unified School District
- Failure to attend the Mandatory General and Financial Trainings held in September 2018.

Recommendation:

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the disassociation of the Burbank High School Basketball Booster Association effective March 8, 2019, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	March 7, 2019
SUBJECT:	Approval of Revised Resolution 20 for Reduction or Discontinuance of Particular Kids of Service

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Background:
The Board of Education adopted Resolution 20 for Reduction or Discontinuance of Particular Kinds of Service at their regularly scheduled Board meeting on February 21, 2019. Based on information available at the time, it was proposed that 2.0 full-time equivalent Elementary Music teaching positions be eliminated. Local donations have been raised and the elimination or reduction of one full-time equivalent music teacher is no longer necessary. The funds raised are enough to support the salary of one full-time (FTE) music teacher through the 2019-2020 school year.

Discussion/Issues:
Based upon the local donations raised, the elimination or reduction of one full-time music teacher equivalent is no longer necessary. The Resolution has been revised to reflect the reduction or discontinuance of only one elementary Music teacher.

Fiscal Impact:
There will not be additional costs to the District as local donations have been raised to cover the costs associated with one full-time equivalent music teacher.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the revised Resolution 20 for Reductions or Discontinuance of Particular Kinds of Service, as presented.

RESOLUTION 20

REDUCTION OR DISCONTINUANCE OF PARTICULAR KINDS OF SERVICE

WHEREAS, pursuant to Education Code Sections 44949 and 44955, it is the opinion of this Board of Education ["Board"] that it has become necessary to reduce or discontinue particular kinds of services as set forth in Exhibit "A" at the close of the current school year; and

WHEREAS, it is necessary by reason of the aforementioned reductions or discontinuation of service to decrease the number of certificated employees by the equivalent of ~~7.4~~ **6.4** FTE employees for the 2019-2020 school year; and

WHEREAS, in determining the amount of services to be reduced, the Board has considered all assured attrition known at the time of this resolution. Assured attrition is defined for purposed of this resolution to include resignations received, and to be effective no later than the end of the current school year, in the services identified above, as well as non re-elections of probationary employees for reasons unrelated to these reductions in the services identified above. The number of employees to be laid off has been reduced to reflect assured attrition known at the time of this resolution; and

WHEREAS, the Education Code requires that various actions be taken and notices be forwarded no later than March 15th of each school year regarding layoffs of certificated personnel resulting from reductions of particular kinds of service;

NOW THEREFORE BE IT RESOLVED, by the Board of Education by the Burbank Unified School District, that for the 2019-2020 school year, the particular kinds of services to be provided by said District shall be and hereby are reduced to the extent set forth in Exhibit "A."

BE IT FURTHER RESOLVED that due to the reduction of discontinuance of particular kinds of service set forth above, the legal number of employees of the District, pursuant to Education Code 44955, not be reemployed for the 2019-2020 school year.

BE IT FURTHER RESOLVED, that the Superintendent, or designee, is directed to give Notice of Recommendation Not to Reemploy, in accordance with the provisions of sections 44949 and 44955 of the Education Code, to the number of certificated employees allowed pursuant to Education Code Section 44955.

BE IT FURTHER RESOLVED, that should it become necessary to determine the order of termination for employees who have the same seniority date, the Board of Education established the tie-breaking criteria set forth in Exhibit "B", which shall be applied in determining the order of termination of certificated employees.

BE IT FURTHER RESOLVED that the Superintendent, or designee, is delegated the authority to take all actions necessary and proper to the accomplishment of the purposes of this resolution.

Adopted: This 7th day of March, 2019 by the Board of Education of the Burbank Unified School District by the following vote:

AYES:	_____
NOES:	_____
ABSTAIN	_____
ABSENT:	_____

_____

President, Governing Board of the

Burbank Unified School District

I, Steve Frintner, Clerk of the Governing Board of the Burbank Unified School District, do certify that the foregoing Resolution was revised and adopted by the Governing Board at its meeting held on March 7, 2019.

_____

Clerk, Governing Board of the

Burbank Unified School District

EXHIBIT “A”

PARTICULAR KINDS OF SERVICE TO BE REDUCED OR DISCONTINUED

POSITION	**FTE**
Director of Wellness	1.0
Director of Elementary Education	1.0
Elementary Assistant Principal	1.0
TOSA: Engagement Strategies	1.0
TOSA: Arts/CTE	1.0
Elementary Music Teacher	~~2.0~~ **1.0**
Elementary PE Teacher	0.4
Total FTE	~~**7.4**~~ **6.4**

EXHIBIT “B”

TIE BREAKING CRITERIA [ARTICLE 22 OF BTA CONTRACT]

22.8 The following criteria are used to determine the order of employment (layoff and reemployment) of those certificated employees who first rendered paid regular day school service to the Burbank Unified School District on the same date. The criteria are applied in order of priority, and ranking will be an accumulation if points from variables within criterion. The total applicable points in 22.8.1 will be applied to those having the same first date of paid service in a probationary status. Therefore, when ties are broken by 22.8.1 no further criterion will be applied. However, if after applying the first criterion (22.8.1) there are still ties, then the second criterion (22.8.2) is to be applied, and if ties still result, the third criterion (22.8.3) is to be applied, etc. until all persons have a unique ranking.

22.8.1 Prior temporary and/or probationary and/or permanent day school certificated employment within the Burbank Unified School District

Prior Employment	Point Value
A point value of one-half (1/2) will be granted for each semester of temporary and/or probationary and/or permanent day school certificated employment within the Burbank Unified School District rendered prior to verified seniority date. A semester of service is defined as contract service for seventy-five percent (75%) or more of the number of working days of the full assignment, including sick leave, but excluding leaves without salary. Seventyfive percent (75%) of a full year's teaching assignment is one hundred thirty eight (138) days, based on a work year of one hundred eighty seven (187) days.	1/2

22.8.2	Credential/Certificate	Point Value
	Credential(s) Held	
	Bilingual Crosscultural Language and Academic Development (BCLAD)	1
	Crosscultural Language and Academic Development (CLAD) or its equivalent (i.e. CTEL, LDS, SB1969, SB395)	1
	Specialist – Reading	1
	Specialist - Special Education, or any credential authorizing special education services or designated instructional services (speech only) in grades K12	1
	National Board Certification	1

22.8.3	Other Employment Experience	
	Teacher on Special Assignment	1
	Curriculum Specialist	1
	Mentor/BTSA/PAR Support Provider	1

22.8.4	Degrees Earned (Accredited Institutions)	
	Degree	
	Doctorate Degree	2
	Master's Degree	1

22.8.5	Recognized units subsequent to Baccalaureate Degree	
	Unit	
	Each Semester Unit (Must be a unit acceptable on the Burbank Unified School District's salary schedule in accordance with District adopted "Rules and Regulations for Implementation of Salary Schedule for Certificated Bargaining Unit Members.")	1

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:	March 7, 2019
SUBJECT:	Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions (Tentative Item Pending New Vacancies)

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 March 8, 2019, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	March 7, 2019
SUBJECT:	Approval of New Job Description for Project Manager and Posting the Newly Established Position

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Background:
The position of Project Manager will be established to provide support to the District and school sites with activities pertaining to bond related projects. This position will ensure the coordination of facility improvements, architectural design and construction activities. The position will serve as the liaison between the District and other entities. Additionally, it will oversee and inspect the work of contractors to ensure that construction projects are completed timely and efficiently.

Discussion/Issues:
The establishment of the job description for Project Manager will allow for significant cost savings in bond funds.

Fiscal Impact:
Salary placement for the Project Manager will be on Rage B of the Classified Supervisors and Managers Schedule B, with an approximate cost between $90,129 - $120,781 per year.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the new job description for Project Manager and posting the newly established position, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

CLASS TITLE: **PROJECT MANAGER**

BASIC FUNCTIONS:

Under the direction of the ~~Assistant Superintendent Planning, Development and~~ **an assigned supervisor**, perform, coordinate and administer architectural design and construction of the District's reconstruction, modernization and other improvement projects; provide a high degree of support service to the District and school sites in a cost effective manner to ensure the effective coordination of facility improvements, architectural design and construction activities; perform related duties as assigned.

REPRESENTATIVE DUTIES:

~~Administer and coordinate architectural design, bidding and construction of the facility improvement projects within the District~~.

Serves as the liaison between the District and other entities to integrate the services of architects, engineers, contractors, technical and financial consultant representatives as they affect facilities planning/construction and modernization activities to ensure the services are adequately being provided.

Prepare regular and special reports related to architectural design and construction projects; prepare and maintain records, reports and supporting documentation related to position; ensure architectural design project management reports and documents are prepared in a timely manner and maintained.

~~Act as liaison between the District and engineers, architects and contractors in matters related to facility improvement projects; ensure effective communication is developed and maintained between the District, architects and engineering contractors.~~

Develop, supervise and coordinate the architectural plans, cost estimates and required schedules for District projects; ensure architectural plans and specifications are prepared in accordance with District needs and requirements, **the Division of the State Architect (DSA), Office of Public School Construction (OPSC), California Department of Education (CDE) and/or any other State agency as it relates to public schools.**

Oversee and inspect the work of contractors; ensure facility construction projects are completed in a timely and efficient manner.

Prepare and coordinate specifications and bid documents for construction projects; ensure construction management reports and documents are prepared in a timely manner and maintained.

Coordinate project activities with site administrators and District staff.

Maintain control over project expenditures in accordance with budget allocations.

Supervise and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary action in accordance with District policies and procedures; plan, coordinate and arrange for training of subordinates as needed.

Ensure proper practices are followed throughout all phases of design and construction projects.

Prepare Notice of Completions (NOC) and related Board Agenda Items as required.

Perform special assignments related to position as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:
Architectural, engineering and construction methods of school facilities.
Planning, organizing, supervising and reporting work and projects involving equipment and materials.
Architectural design, engineering and construction.
Bidding procedures.
Building modernization/reconstruction, contracts, cost estimation and cost savings procedures.
Plan checking and all phases of building inspection, structural, plumbing, electrical, heating, air conditioning and landscaping.
California code and legal requirements related to school building construction.
Local, state and federal building, environmental and safety codes.
State and local environmental and hazardous materials rules and regulation.
Modern office practices, procedures and equipment.
Oral and written communication skills.
Principles and practices of administration, supervision and training.
Interpersonal skills using tact, patience and courtesy.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Division of the State Architects (DSA)
Office of Public School Construction (OPSC)
California Department of Education (CDE)
Storm Water Pollution Prevention Plan (SWPPP)

Ability to:
Direct, coordinate, inspect and supervise architectural plans and construction projects.

Prepare and interpret detailed architectural plans, cost estimates and project specifications.
Plan, organize and supervise the work of staff dealing with diverse construction projects.
Interpret and apply state codes and laws uniformly, objectively and effectively with consultants, contractors and District personnel.
Plan and organize work.
Communicate effectively both orally and in writing.
Read, interpret, apply, explain rules, regulations, policies and procedures.
Analyze situations accurately and adopt an effective course of action.
Establish and maintain a cooperative and effective working relationship with others.
Meet schedules and time lines.
Operate computer and/or word processing hardware.
Work independently with little direction.
Prepare narrative and statistical reports.
Direct the maintenance of a variety of records and files related to assignment.
Supervise and evaluate the performance of assigned staff.

EDUCATION AND EXPERIENCE:

A four year college degree in planning, architecture, engineering or closely related field and ~~five~~ **ten** years of progressively responsible management experience in architecture, construction or facilities management, and practical experience in architectural design or construction of school facility projects.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING CONDITIONS:

Work includes indoor and outdoor environment and exposure to hazardous materials.

BURBANK UNIFIED SCHOOL DISTRICT

CLASSIFIED SUPERVISORS AND MANAGERS
SCHEDULE B
Effective July 1, 2017

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A	Director, Fiscal Services Director of Information Technology and Education Su Director, Facilities	105,906	111,198	116,760	122,595	128,727	135,163	141,920
B	Supervisor, Budget and Finance Assistant Director, Information Technology Director, Food Services **Project Manager**	90,129	94,635	99,366	104,334	109,551	115,029	120,781
C	Technology Services Manager	83,781	87,968	92,368	96,985	101,833	106,926	112,272
D	Coordinator, Occupational Therapy	82,428	86,552	90,876	95,423	100,192	105,203	110,461
E	Occupational Therapist Supervisor, Maintenance & Operations Supervisor, Trades	77,892	81,786	85,876	90,168	94,677	99,410	104,381
F	Assistant Supervisor of Budget and Finance	75,950	79,746	83,732	87,920	92,317	96,931	101,778
G	Supervisor, Payroll Supervisor, Human Resources	64,153	67,360	70,728	74,265	77,977	81,879	85,972
H	Food Service Field Supervisor Food Service Operations Coordinator Reprographics/District Warehouse Manager Emergency Planning and Safety Coordinator	61,809	64,900	68,145	71,552	75,131	78,885	82,831
I	Supervisor, Custodial	56,965	59,814	62,805	65,946	69,243	72,706	76,339
J	Mental Health Specialist	54,940	57,686	60,572	63,600	66,780	70,119	73,626

CLASSIFIED SUPERVISORS AND MANAGERS
SCHEDULE B
Effective July 1, 2017

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
K	Print Center Supervisor	50,265	52,777	55,415	58,187	61,095	64,150	67,358
L	Behavior Interventionist	45,296	47,560	49,937	52,433	55,055	57,808	60,699
M	No Position in this Classification	43,840	46,032	48,336	50,751	53,286	55,951	58,748
N	No Position in this Classification	43,743	45,930	48,225	50,645	53,168	55,827	58,618
O	No Position in this Classification	42,284	44,398	46,619	48,946	51,396	53,965	56,663
P	No Position in this Classification	41,806	43,895	46,092	48,394	50,816	53,356	56,024
Q	No Position in this Classification	40,851	42,894	45,042	47,293	49,655	52,137	54,746
R	Supervisor III, Food Service	39,469	41,442	43,514	45,689	47,974	50,373	52,892
S	Supervisor II, Food Service	35,528	37,305	39,170	41,127	43,185	45,343	47,610
T	No position in this classification	33,811	35,502	37,276	39,140	41,097	43,152	45,309

Adopted: 4/3/86
Revised: 12/06/90; 05/02/91; 02/20/92; 10/01/92; 09/19/93; 10/07/93; 04/07/94; 08/04/94; 11/17/94; 05/04/95; 07/06/95; 09/21/95; 01/18/96; 04/18/96; 08/02/96; 09/05/96; 01/16/97; 10/16/97; 02/19/98; 06/25/98; 02/04/99; 02/18/99; 06/24/99; 08/05/99; 08/19/99; 10/21/99; 11/04/99; 05/18/00; 08/17/00; 10/04/01; 02/21/02; 02/20/03; 03/18/04; 06/24/04; 08/05/04, 07/07/05;4/20/06, 06/04/07, 3/20/08,12/16/10; 4/7/11, 4/21/11, 11/03/11, 12/15/11, 2/16/12, 3/15/12, 3/20/14; 6/19/14; 11/6/14; 02/19/15, 6/4/15,6/18/15, 7/16/15, 3/3/16, 10/20/16, 11/3/16, 3/15/18 18/2018**; 3/7/19**

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:	Teri Smith, Administrative Secretary
DATE:	March 7, 2019
SUBJECT:	Approval of Memorandum of Understanding between Glendale Unified School District and the Burbank Unified School District for Respective Induction Programs

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Background

Beginning Teacher Support and Assessment (BTSA) for more than a decade, had been the primary mechanism through which new District teachers have received support, guidance, and vocational training in order to become highly effective educators in the classroom. The two-year program involved an orientation process followed by a high level of support and guidance from experienced successful teachers. At the end of this time, teachers will have benefited from prescriptive training in the areas of classroom management, lesson planning, instructional program design, curriculum pacing, communication with colleagues, supervisors, and parents, and the use of formative and summative assessment. This program was eliminated due to budget considerations in 2012.

In 2014, the Burbank Unified School District Board of Education reinstated the Beginning Teacher Support and Assessment program, formerly known as BTSA. Since then the District has operated the program now known as the Burbank Unified School District Teacher Induction program.

District-Wide Goals for 2018-19

1.1 Strengthen communication and collaboration to implement best instructional practices to improve student proficiency.
1.2 Develop collaborative and professional learning communities focused on student achievement.
2.6 Promote a culture of continuous learning and collaboration for staff tied to student achievement.
5.1 Sustain cost-effective and relevant options for staff support and training.

Discussion/Issues:

The Burbank Unified School District (BUSD) is interested in establishing a Memorandum of Understanding with Glendale Unified School District to provide an option for teachers from both districts to complete their induction programs and clear their credentials if either of the programs is forced to dissolve. This agreement would apply to teachers who need a second year to complete the program and does not establish a program to provide for new teachers to participate in an induction program.

As outlined in Section 2.2 of the MOU, in the event of dissolution of one of the district teacher induction programs, the Burbank Unified School District or the Glendale Unified School District would be responsible to the existing program for the following:

- Providing a liaison to the existing program to coordinate the program at the district level.
- Selecting support providers using explicit criteria that are consistent with Induction program standards and assigned responsibilities within the program.
- Providing regular, formalized support for the support providers from the district liaison or Program Director.
- Providing a structure for the beginning teacher and support provider to work together weekly.
- Ensure that all support providers understand their responsibilities, including completion and submission of required documentation, and the requirements of the Induction programs for their attendance at the Burbank Unified School District or Glendale Unified School District support provider training.
- Participating in program evaluation.

Fiscal Impact:

The District will be responsible for assuming the responsibility for the associated costs of teachers who need to complete their second year. This includes the costs of substitute teachers (when the teachers are released to participate in Induction training and the cost of the BUSD support provider stipends. This cost would vary dependent on the number of teachers who need to complete the program. The cost per participating teacher in 2019 is approximately $2,200.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Memorandum of Understanding (MOU) between the Glendale Unified School District and the Burbank Unified School District, not to exceed $2,200 per participating teacher, effective March 8, 2019, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Memorandum of Understanding (MOU) Between Glendale Unified School District And Burbank Unified School District

This is a Memorandum of Understanding (MOU) between the Glendale Unified School District and the Burbank Unified School District. The purpose of the MOU is to establish a formal working relationship between the parties of this agreement and to set forth the operative conditions that will govern this partnership. The goals of the partnership are to provide quality professional development and support to teachers who are eligible to participate in the Induction Program or who are required to complete an induction program for the issuance of a Professional Clear Credential.

This MOU is meant to define:

1. Program governance
2. General responsibilities
3. Fiscal responsibility
4. Management of data

1. Program Governance

If the Burbank Unified School District Teacher Induction Program dissolves:

1.1 Glendale Unified School District will serve as
- 1.1.1 The program fiscal agent,
- 1.1.2 Clearing house of information, data and reporting requirements,
- 1.1.3 Liaison and contact state agencies

1.2 The Administrator for Professional Development/Induction Programs for Glendale Unified School District provides program leadership and serves as the Program Director.

1.3 The Induction Leadership Team is composed of the following members:
- Coordinator of Professional Development/Induction Programs (Glendale)
- Induction Teacher Specialists (Glendale)
- Liaison, Burbank Unified School District

1.4 The Induction Leadership Team agrees to meet four (4) times per year to review the program and provide input to the Program Director.

If the Glendale Unified School District Teacher Induction Program dissolves:

1.1 Glendale Unified School District will serve as
- 1.1.1 The program fiscal agent,
- 1.1.2 Clearing house of information, data and reporting requirements,
- 1.1.3 Liaison and contact state agencies

1.2 The Administrator for Professional Development/Induction Programs for Burbank Unified School District provides program leadership and serves as the Program Director.

1.5 The Induction Leadership Team is composed of the following members:
- Coordinator of Professional Development/Induction Programs (Burbank)
- Induction Teacher Specialists (Burbank)
- Liaison, Glendale Unified School District

1.6 The Induction Leadership Team agrees to meet four (4) times per year to review the program and provide input to the Program Director.

2. General Responsibilities

2.1 Burbank Unified School District and Glendale Unified School District agree to the following:

- 2.1.1 Provide administration, management and coordination of program activities as described in the Teacher Induction Program Standards and Standards of Quality Effectiveness for Professional Teacher Induction Programs.
- 2.1.2 Convene Induction Leadership Team meetings.
- 2.1.3 Provide "Roles and Responsibilities of K-12 School Organizations" training to site administrators.

2.2 Burbank Unified School District and Glendale Unified School District agree to support the **existing program** with the following:

- 2.2.1 Provide a liaison to coordinate the program at the district level and represent the district at Induction Leadership Team meetings.
- 2.2.2 Select support providers using explicit criteria that are consistent with Induction program standards and assigned responsibilities within the program.
- 2.2.3 Provide regular, formalized support for support providers from district liaison or Program Director.
- 2.2.4 Assume the responsibility of the cost of substitute release and the support provider stipends.
- 2.2.5 Provide a structure for the beginning teacher and support provider to work together on a weekly basis.
- 2.2.6 Ensure that all support providers understand their responsibilities, including completion and submission of required documentation, and the requirements of the Induction programs through their attendance at either Burbank Unified School District or Glendale Unified School District support provider training.
- 2.2.7 Participate in program evaluation.

3. Fiscal Responsibility

3.1 The Burbank Unified School District or the Glendale Unified School District as the Lead Educational Agency (LEA), will:

- 3.1.1 Assume fiscal responsibility for the administration of Induction funds, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education and/or the California Commission on Teacher Credentialing.
- 3.1.2 Develop and maintain a budget that allocates on a per participating teacher basis, amounts sufficient to meet the costs of implementing program responsibilities.

4. Management of Data

4.1 The Burbank Unified School District or the Glendale Unified School District Program Director will:

4.1.1 Establish and maintain accurate records and reports.

4.1.2 Provide program assessment to meet the annual state required program evaluation requirements.

4.1.3 Submit required reports and documents to the funding agency and to state leadership as requested.

4.2 The Burbank Unified School District or the Glendale Unified School District will support the existing program with the following:

4.2.1 Provide the Program Director with information and reports as required for completion of state mandated reporting.

Dr. Kelly King Interim Superintendent of Schools Glendale Unified School District	Dr. Matt Hill Superintendent of Schools Burbank Unified School District
Date_____	Date _____

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:	March 7, 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. The Jordan PTA wishes to donate to the District $1,250 to be used to pay for expenses associated with Greek Day at Jordan Middle School.

b. The BHS Swim Team Boosters wishes to donate to the District $325 to be used to pay for pool timing system repairs at Burbank High School.

c. The JBHS Aquatics Booster Club wishes to donate to the District $5,500 to be used to pay coaching stipends at John Burroughs High School.

d. The Burbank Educational Foundation wishes to donate to the District $9,898.61 to be used to pay for Chrome Book computer and a laptop cart for use by ASES students at Luther Burbank Middle School.

e. The Thomas Jefferson Booster Association wishes to donate to the District $8,000 to be used to pay for dance instruction from Garri Dance for K-5 students at Jefferson Elementary School.

f. The Thomas Jefferson Booster Association wishes to donate to the District $5,610 to be used to pay for art instruction from Gorilla Art for students at Jefferson Elementary School.

g. The Thomas Jefferson Booster Association wishes to donate to the District $10,000 to be used to pay consultant Joe Reed for STEAM lab instruction at Jefferson Elementary School.

h. The Benevity Community Impact Fund wishes to donate to the District $86 to be used as needed at Bret Harte Elementary School.

i. Melissa Morlok and Ethan Beigel wish to donate to the District $200 to be used to purchase science and STEM equipment at Bret Harte Elementary School.

j. The Burbank High School Instrumental Music Association wishes to donate to the District $3,060 to be used to pay for instrumental music coaching at Burbank High School.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

February 7, 2019

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Roberta Reynolds
Armond Aghakhanian (arrived at 6:24 p.m.)
Steve Frintner
Charlene Tabet
Steve Ferguson (arrived at 6:09 p.m.)

STUDENT BOARD MEMBERS PRESENT:
Megan Rangel-Lynch, John Burroughs High School
Ethion Flores, Monterey High School

STUDENT BOARD MEMBERS ABSENT:
Aleko Brice, Burbank High School

Also present were Matt Hill, Superintendent; David Jaynes, Assistant Superintendent, Administrative Services; and Sarah Niemann, Assistant Superintendent, Human Resources.

1. CALL TO ORDER

The Closed Session was called to order at 6:00 p.m. by 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 6:01 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(a2), 48915(a1) and 48915(b1&2), to consider the recommendation of the Administrative Hearing Panel for expulsion of Student 960029884, as presented in Confidential Exhibit 3e.

Confidential Exhibit (O.F. #27,273)

3.f Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960013740 and 500003880

Confidential Exhibit (O.F. #27,274)

3.g Conference With Assistant Superintendent, Administrative Services, Existing Litigation Pursuant to Government Code §54956.9
One Case: Batra vs. BUSD

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:08 p.m. Lenora Aguilera, District School Nurse, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Reynolds reported that item 3a through 3f, were for discussion only, with no action taken, except item 3g the Board took action to release documentation related to the Batra vs. BUSD case. It was motioned by Steve Frintner and seconded by Armond Aghakhanian with a vote of 5-0.

6. ADJUSTMENTS TO THE AGENDA

David Jaynes requested item 12r pulled from the agenda.

7. ITEMS FOR FUTURE AGENDAS

Steve Ferguson requested a report on the new human trafficking requirement.

8. REPORTS FROM THE BOARD

8.a Student Representatives

Megan Rangel-Lynch, JBHS; Aleko Brice, BHS; and Ethion Flores, MHS; reported on activities at their respective schools.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications

Diana Abasta, Teacher and BTA President, was called to speak. She noted that February 4 through 8 was proclaimed as School Counseling Week and thanked all the Counselors for their work and dedication. She also announced that February was Black History Month and reported on the recent Burbank Human Relations Council breakfast to honor Martin Luther King Jr. She commented on her lesson to students regarding pop culture and learning about sun setting communities to learn from the past. She planned to visit Luther Burbank Middle School to participate in Career Day and shared a question by a student "When did school turn from learning to trying to get good grades because it makes one's parents happy." and felt that it was important for parents to also reflect, as she felt that not all students were planning to attend four-year colleges. The reason why community colleges and career pathways were valuable. She reminded that teacher morale was important as we look at assessment and curriculum and that it is done in the best interest of students not just for compliance.

9.b Staff Responses

Superintendent Hill thanked Diana Abasta for the reminder to focus on the love of learning and the process, as the key goal was to prepare students for future careers and happiness.

9.c Board Members' Comments and Responses

Member Tabet thanked Diana Abasta for her comments regarding parental pressure to attend four-year universities, which is the reason why she ask students what is your plan after high school instead of where are you going to college. Having a plan and a back-up plan was great advice to know where students were headed. She will attend Career Day at Luther which is a positive event, the West Side Story play at Burbank High School, and a sports team's fundraiser at John Burroughs High School. She then announced the State of the Schools 2019 event to be held on February 27 and encouraged donations for the All in for Burbank Schools campaign.

Member Ferguson thanked Ms. Abasta for her comments and agreed that teacher morale was a regional statewide discussion to ensure that teachers are well cared for and said that the Board will continue to try to improve the quality of work and life for this stressful position. He thanked school counselors for the significant improvements and safety-net provided to students and noted that a lot or work still needs to continue, as the student to counselor ratio was critical. He attended a girl's water polo match at JHBS and congratulated the team for placing CIF Division II champions. This was a stressful time created by the proposed budget cuts. Five Board members were trying to move forward and was difficult to bring solutions to minimize the impact and thanked everyone for their efforts with the budget priorities.

Clerk Frinter agreed with Member Ferguson and said that the budget cuts will be ongoing in future years. He thanked Diana Abasta and agreed that District counselors do a great job and thanked them for their work. He liked her report on class instruction and agreed that Community College and career pathways were great options. He attended the Burbank Human Relations Council event and agreed that it was important to honor MLK Jr. He reported on the most recent Jordan Facilities Naming Committee meeting, which was well attended where passionate discussion had taken place and invited the audience to attend the upcoming February 19 meeting to be held at the District Office Boardroom, where a recommendation vote will take place. He attended the Principal for a Day Luncheon and thanked Linda Walmsley for coordinating the event, as he felt that the District received great response from community leaders. He attended the Family Math Night at Miller, which was funded by a National PTA grant and congratulated Unit PTA President Claudia Knoell for her applying for the grant. He also attended the PTA Founders Day event where first District past President Sandy Russell did a great job. He also attended the BHS one-act festival, which was produced and directed by students.

Vice President Aghakhanian attended the PTA Reflections Awards Ceremony at Jordan and thanked Reflections Chair Nancy Lozano-Stecyk and Amy Kamm for a great event. He also attended the

Modernization Board Study Session at Disney Elementary School. He commented on the recent incident at two neighboring private Armenian Schools where Turkish flags were found hanging on the campuses and thanked President Reynolds and staff for the announcement of support and unity. He noted that hate has no home in Burbank and thanked everyone for the support. He proudly announced that East Los Angeles College student Antoinette "Toni" Harris, and the first female college student who will most likely play in the NFL was seen on a Toyota commercial and said that she was a source of inspiration for female athletics and will try to get her to visit our high schools in the future.

President Reynolds thanked everyone for the eloquent comments. She thanked Diana Abasta for her comments and the Counselors for their work and agreed that grades and purpose of learning are important points to the reasons for the love the learning. She and Vice President Aghakhanian attended the first annual Science Fair at Disney Elementary School, which was a fabulous event and thanked teacher Hilde Garcia for coordinating the event. She attended the One-Act Festival at BHS, which was thought provoking, as it reflected on what students are currently facing and thanked teachers, and thanked teacher Donovan Glover and Ms. Broderick for teaching students. She also thanked the Burbank Council PTA for leading the advocacy effort and forming a committee to advocate for more funding for schools. She also encourage a supplemental tool found at www.Ed100.org, which provides resources to advocate and understand the educational system and invited the audience to sign-up and participate, as there is a possibility that by winning points the PTA may be eligible to win $1,000. She then announced the upcoming EdWalk event. Member Ferguson agreed to participate.

10. REPORTS TO THE BOARD

10.a Superintendent's Comments

Superintendent Hill thanked staff Johanna Chase and Debbie Wade for organizing the Wellness Symposium at Burbank High School which was a great event. As we focus on the budget and try to avoid the challenges ahead, there are three things that can be done: 1) advocacy with unions and organizations by sending similar messages to create an impact for a better May revise and to invest in the retirement liabilities so that students and staff can thrive; 2) fundraising such as the upcoming State of the Schools event and asked for donations to the All in for Burbank Schools campaign to support teachers, programs, and staff; 3) The need to raise local funding that stays in Burbank such as a parcel tax and announced the upcoming study Session on February 12, 2019 to debrief on what worked well with Measure QS and discuss possible options on how to move forward.

10.b Report on the Governor's Budget Proposal for 2019-2020

David Jaynes, Assistant Superintendent, Administrative Services, facilitated a presentation on the Governor's Budget Proposal for 2019-2020, as presented.

Governor's Budget Proposal.pdf (O.F. #27,275)

David Jaynes used a PowerPoint to guide his presentation. The report was provided by the School Services of California, including an Economic Outlook from UCLA which indicates that as the economy slows, the chances of a recession increases, history on low unemployment for California, the 2019-2020 Local Control Funding Formula, the CalSTRS Employer contribution rates and the Employer Contributions to CalPERS and CalSTRS, The Districts contribution to Employee retirements, and the Proposed Funding for Special Education will not apply to Burbank USD as it is intended for LEA's with high percentages of both students with disabilities and unduplicated students, the SSC Dartboard which is an accumulation of assumptions from various sources, the multiyear projections, and new this year at least 3% of total General fund expenditures will need to make a contribution to the Routine Restricted Maintenance Account.

Superintendent Hill highlighted that if the Governor and the legislators invest money proposed for the raining day fund, the goal should be to keep pension rates flat to bring them down to a realistic amount. He said that 16% going to payroll was unrealistic, as districts will not be able to survive.

Member Ferguson asked for clarification on delayed funding. Mr. Jaynes explained that it was the cash flow if the contribution is delayed it will cost additional funds to take out additional loans to make it through the year and noted that it was a difficult process.

Vice President Aghakhanian asked about the differences between districts such as Burbank, San Marino, and LAUSD. Mr. Jaynes explained that LAUSD receives additional funding for students on free and reduced lunch, foster youth and homeless by almost 90%. San Marino was supported by community fund-raising programs. It was difficult to compete with other Districts, as Burbank does not meet the 55% criteria for additional funding.

Member Ferguson thanked Mr. Jaynes for his presentation and pointed out that 1) the District was not meeting the projected revenue goals for CalSTRS and CalPERS from investments, which was a set-up for failure if we don't talk about it as an issue, which he felt was a desperate need, 2) Legislators are aware of the issue and the fact the California is ranked 44 in the nation shows the need to be persistent and specific when advocating for more funding. As the District faces declining enrollment, the supplemental grant dollars received are supported by inter-district permits and noted the financial benefit was significant. He shared his excitement about the newly formed PTA Advocacy Committee and the partnership with the unions which he felt was critical to demand more funding.

Member Tabet agreed that the PTA Advocacy Committee was a huge start and noted that legislators and unions such as CTA, CSBA, CalSTRS, CalPERS had a greater ability to lobby and advocate for more funding. She also suggested that citizens write to the Governor to advocate for more funding, as we head towards a recession.

Members Ferguson agreed with Member Tabet and said that advocating for more funding had to be uniform and hoped that the new Governor is listening regarding the pension liability.

Vice President Aghakhanian said that the State was doing well; however, a conversation was needed about how to fund education and focusing on what education is about, and the need to offer universal education for everyone to be able to support students and teachers.

Clerk Frintner agreed on the need to advocate and for the message to be constant until they understand the crisis especially for a District like Burbank. He agreed on the need to find and pull resources to work together.

10.c Report on Burbank Unified School District's Physical Fitness Testing 2017-2018

John Paramo, Director, Secondary Education, reported on the results of the District's Physical Fitness Testing for 2017-2018 school year, as presented.

Physical_Fitness_Test_Results_2017-2018.pdf (O.F. #27,276)

John Paramo used a PowerPoint to present the data for the 2017-2018 Physical Fitness Test. The District's results over the last two years shows the number of students who achieved five of the six standards in grade 5 and 7, but holding steady in grade 9. He reviewed the data from 2015-2018, the comparative data against State data, the three year comparison percentage of students in the Healthy Fitness Zone, the areas of concentration such as upper body strength and body composition. He noted that if students do not meet the standard, students must continue to take physical education until they pass the test; however, it is not a requirement for graduation or a high school diploma.

Member Tabet asked if students play a sport do students have to pass the test. Mr. Paramo agreed.

Student Board Member Ragel-Lynch asked which was the most difficult to pass. Mr. Paramo explained that the BMI test seemed to be the hardest to pass in high school.

President Reynolds asked if students enrolled in a sport qualified as passing. Mr. Paramo explained that a sport qualified as a PE class. President Reynolds noted that this was a great incentive for physical fitness and health.

10.d National Student Clearinghouse Data and California High School ELM and EPT Proficiency Reports for Burbank Unified School District

Sharon Cuseo, Assistant Superintendent, Instructional Services, reported on the National Student Clearinghouse Data for Burbank Unified School District graduates and California State University proficiency rates, as presented.

National Clearinghouse.pdf (O.F. #27,277)

John Paramo reported for Sharon Cuseo. He used a PowerPoint to guide his report. He noted that most public and private colleges and universities participated in the National Student Clearinghouse data as well as the data supported by CSU Analytics in English and mathematics. 74% of District students attended college immediately after high school and 92% return for sophomore year. He then reviewed graduation rates within six years, graduation class data from 2011 to 2018, the most popular colleges for BUSD graduates, such as Glendale CC, CSUN, USC Irvine, and Woodbury University, data showed that more than half of students who attended college were not prepared, students who did not attend college the fall immediately after graduation were unlikely to ever attend. What is making a difference was adding a counselor to each secondary school, dual enrollment classes that allow student to earn college credit, and career pathways that provide career exploration for students. The number of graduation years for students continued to increase from 5% to 7%.

Superintendent Hill highlighted the challenges of students graduating with a degree and obtaining a degree in six years or more which was attributed to students not being able to transfer from community college or not getting the courses needed and four year colleges graduation year increase to six or more years and debt to obtain a diploma which he felt that they need to focus on why students are struggling passed the sophomore year.

Vice President Aghakhanian asked about the proposal for free college tuition. Superintendent Hill said the reason for not returning was a multitude if factors, which was the reason for the introduction for free college tuition and the fact that students are able to take the necessary classes needed.

Member Ferguson pointed out that the cost of living was also a factor for students not to continue their education. Vice President Aghakhanian agreed that student housing was an issue and encouraged contacting legislators as he felt that community colleges should provide housing.

10.e Discussion of the Current Tiered Hiring Freeze Process

Matt Hill, Superintendent, facilitated the discussion of the current tiered hiring freeze process, as presented.

Tiered Hiring Freeze Process.pdf (O.F. #27,278)

Superintendent Hill reported that this item was a follow-up conversation from the previous Board of Education meeting to discuss the current process and make any changes that the Board agree on.

President Reynolds felt that the current process was problematic for her as the role of one Board Member was not to make personnel decisions and she wanted to ensure that the role of staff is not taken on by the Board, as stated in the Board Governance standards. Evaluation of individual positions was a staff role

not a Board role. She then asked her colleagues to share their position on this topic to identify a method to get to the same outcome.

Member Ferguson understood President Reynolds concerns; however, he felt that the current hiring freeze has been good thing. His concern was resuming a speedy process and the need to control hiring now and for the next three year because once a position is filled the only way is to layoff. He rather not establish a position now, but does understand the Governance perspective.

President Reynolds shared her concern for slowing down the process where it could take longer to fill necessary positions, such as the Library position.

Member Tabet said that currently staff recommendations are presented to the Board on a regular basis and she felt that the overseeing of positions was more of a budgetary process.

Vice President Aghakhanian asked why staff would make recommendations without a budget.

Clerk Frintner agreed with Member Tabet that a position not be evaluated but rather the budget.

Additional conversation took place regarding productivity factors, justifications, goals, staff mechanism such as evaluation and what is appropriate usage, part-time positions, assessing annual budgets, finding a middle ground, implementing the priorities of the community, staff hiring, different priorities, allocation, equity based on students, past hiring practice, personal interest, and other factors such as not having enough funds in future years, directing staff about how they look at productivity and come back with recommendations and expectations, forming a sub-committee to work on proposals, moving from the current process to be more creative to stretch funding and to avoid future layoffs.

Vice President Aghakhanian asked if the goal was to be creative or micromanage. Superintendent Hill said that the District was facing a deficit and felt that each position must be reviewed, as it is currently done at a public Board of Education meeting.

Member Tabet asked about the goal of the newly formed sub-committee. The goal would be to create a prudent and efficiency board task force to review each position. Member Tabet suggested that the charge to the committee be delayed until District staff has an opportunity to see the effects of reduction in staff at the District Office.

Member Ferguson disagreed with the suggestion as he felt that positions needed to be filled as soon as possible and with the need to expedite the process.

President Reynolds asked that a best practice of evaluation begins to take place and that a time-frame is not implemented at this time, and to provide oversight to ensure that each position is looked at and that funding is available.

10.f 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.

Facilities and Technology PP 020719.pdf (O.F. #27,279)

David Jaynes used a PowerPoint to report on Facilities and Technology Projects by location, project name, contractor, and the cost for each project.

11. NEW AND/OR UNFINISHED BUSINESS

11.a Adoption of Resolution 18 Proclaiming the Month of February 2019, as Teen Dating Violence Awareness and Prevention Month

That the Board of Education adopt Resolution 18 Proclaiming the Month of February 2019, as Teen Dating Violence Awareness and Prevention Month in the Burbank Unified School District, as presented.

Resolution 18 Teen Dating Violence Awareness Month_020719.pdf (O.F. #27,280)

Member Ferguson requested that the resolution be amended to include sexual orientation. He also asked requested a report on human trafficking based on the new curriculum requirement.

It was moved by Charlene Tabet, and seconded by Steve Frintner, that the Board of Education approve the item ***as amended to include sexual orientation***. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

11.b Second Reading and Approval of Proposed Revision of Selected Administrative Regulations: AR 1325: Advertising and Promotion and AR 3290: Gifts, Grants and Bequests

That the Board of Education approve the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

Policy Updates_AR 1325_3290_2nd Read_020719.pdf (O.F. #27,281)

Superintendent Hill noted that the first reading was held on December 20, 2018 and a decision was made by the Board to seek additional stakeholder input before presenting the Administrative Regulations as a second reading. The revised AR included the size of the banner from 3 X 5 feet to 4 x 6 feet, extending the posting of the signs to one year, advertisement limited to a phone number, address, email or web address.

Member Tabet asked about item 11 regarding banners coinciding with the objectives and goals of the District by allowing to only display a phone number, address, email, or web address. Superintendent Hill explained that the reason was to avoid advertisement. The purpose was to thank a sponsorship not an advertisement. Member Tabet felt that as a business owner it was a benefit the sponsor.

President Reynolds agreed that the samples provided look cleaner and uniform by only allowing one way of contact. Member Tabet felt that it was a deterrent to business because they are not getting the advertisement they hoped for.

Member Ferguson noted that the rule did not preclude the sponsor from advertising in other means such as programs.

Member Tabet waned the most opportunity to reach more dollars without many restrictions.

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

11.c Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions (Tentative Item Pending New Vacancies)

That the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and Management positions, effective February 8, 2019, as presented.

Tier 2 Vacancies.pdf (O.F. #27,282)

Sarah Niemann introduced three new positions for consideration, which included replacement positions such as a Library Coordinator at Bret Harte, an Office Assistant Elementary at Disney, and a Senior Secretary position at John Burroughs High School.

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.

11.d Acceptance of Gifts

That the Board of Education take formal action accepting the following gifts to the District, and that the Board President convey appreciation to the donors, as presented.

Gift Report_020719.pdf (O.F. #27,283)

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12. CONSENT AGENDA

It was moved by Armond Aghakhanian, and seconded by Steve Frintner, that the Board of Education approve ***items 12a through 12ae, except item 12f, which was voted separately and item 12r, which was pulled.*** The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.a Action on Student Expulsions

The Board of Education took action in public session pursuant to Education Code Section 48900 (a2), 48915(a1), and 48915(b1&2) on the expulsion recommendation by the Administrative Hearing Panel for Burbank High School Student 960029884, as presented in Confidential Exhibit 3e.

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 500003880, not to exceed $8,549 (01.0-65000.0-50010-36000-5813-7440000), effective January 1, 2017 through January 15, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 500003880_Settlement Agreement.pdf_Confidential Exhibit (O.F. #27,274)

12.c Amendment of Final Settlement Agreement (Special Education)

That the Board of Education amend the Final Settlement Agreement for Special Education Student 960013740, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective January 8, 2019 through June 7, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Settlement Agreement was Board Approved May 17, 2018, not to exceed $17,500. This item is being amended to reflect the services the student must receive, as stated in the educational placement, at no additional cost to the District.

SPED Student 960013740_Amended Settlement.pdf_Confidential Exhibit (O.F. #27,274)

12.d Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of January 17, 2019, as presented.

Minutes.01.17.19.pdf (O.F. #27,284)

12.e Approval of Minutes

That the Board of Education approve the minutes of the Special Meeting of January 24, 2019, as presented.

Minutes.01.24.19.SP.pdf (O.F. #27,285)

12.f Approval of Personnel Report Number 18-19-12

That the Board of Education approve Personnel Report number 18-19-12, covering Certificated and Classified personnel, and consisting of Pages 1 to 17 inclusive, as presented.

Personnel Report_Amended.pdf (O.F. #27,286)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, 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.

President Reynolds announced the retirements of teacher Kevin Duffy, Burbank Adult School and Instructional Assistant Virginia Ellsworth, Special Education and thanked them for their years of service to the District.

12.g 2018-2019 Purchase Order Report

That the Board of Education approve Purchase Orders for 2018-2019 as listed through January 07, 2019, as presented.

2018-2019 Purchase Order Report.pdf (O.F. #27,287)

12.h Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $15,969,618.34 and commercial warrants in the total amount of $4,341,433.40, as presented.

Warrants.pdf (O.F. #27,288)

12.i 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 2.7.19.pdf (O.F. #27,289)

12.j Approval of Participating Internship Partner Agreement

That the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and internship partner(s) listed in Exhibit A, effective February 8, 2019 through February 7, 2024 with an annual review, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Partnership Agmt with Agmts.pdf (O.F. #27,290)

12.k Approval of Articulation Agreement with Glendale Community College for Animation (Burbank High School)

That the Board of Education approve the articulation agreement between the Burbank Unified School District and Glendale Community College, effective February 8, 2019 through May 31, 2021 with the understanding that the agreements be reviewed on an annual basis, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Articulation Agmt with GCC, Animation with Agmt.pdf (O.F. #27,291)

12.l Approval of Articulation Agreement with Glendale Community College for Photo (John Burroughs High School)

That the Board of Education approve the articulation agreement between the Burbank Unified School District and Glendale Community College, effective February 8, 2019 through May 31, 2020 with the understanding that the agreements be reviewed on an annual basis, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Articulation Agmt with GCC, Photo with Agmt.pdf (O.F. #27,292)

12.m Approval of Amended Agreement for Professional Services (Child Development)

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 April 20, 2018 through June 30, 2019, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented. NOTE: The original agreement was for $60,000. This amendment adds $40,000 to the original agreement. The new total amount will be $100,000.

Child Care Centers Board Report 2.7.19.pdf (O.F. #27,293)

12.n Approval of Agreement for Professional Services

That the Board of Education approve an Agreement between the Burbank Unified School District and U.S. HealthWorks Medical Group, Prof. Corp. to provide occupational health services in the form of pre-employment physicals and screenings, fit-for duty physicals, and first aid only examinations to cover the period of February 8, 2019 through June 30, 2019 and that authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement - USHW.pdf (O.F. #27,294)

12.o Approval of Agreement for Consultant Services with Language Resources of America, LRA Interpreters Inc.

That the Board of Education approve the agreement between Burbank Unified School District and LRA Interpreters, Inc., to provide Interpreters/translators to student/families during expulsion hearings/conferences relative to Student Services on an as needed basis, effective February 8, 2019 through June 30, 2019, not to exceed $1,200 (01.0 00000.0 00000 72000 5850 7451000) and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

LRA Board Memo.pdf (O.F. #27,295)

12.p Ratification of Agreement - Burbank Adult School Clinical Education

That the Board of Education ratify the agreement between Burbank Unified School District/Burbank Adult school and Providence Health Care System, to provide clinical education experience, effective February 1, 2019, through January 31, 2021, and that authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

BAS_Providence_Agreement.pdf (O.F. #27,296)

12.q Additive Change to Agreement for Professional Services, gkkworks Architects, Jordan Middle School, John Burroughs High School, Burbank High School (CTE Fund and Growth Fund)

That the Board of Education approve the additive change order No. 1 between Burbank Unified School District and gkkworks, to provide value engineering revisions for the three classrooms, effective February 8, 2019, not to exceed $13,928, as follows: Jordan Middle School, $3,488 (01.0-06350.0-38000-85000-6205-79100000) CTE Fund, John Burroughs High School, $5,476 (01.0-06350.0-38000-85000-6205-79100000) CTE Fund, and Burbank High School, $5,476 (25.0-00000.0-00000-85000-6205-4310000) Growth Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

Additive Change to Agreement gkkworks.pdf (O.F. #27,297)

12.r) Ratification of Additive Change Order No. 2, Silver Creek Industries, Inc., Chula Vista Unified School District Piggy-Back Bid 14/15-3, Construction of Modular Buildings, Robert Louis Stevenson Elementary School (Bond Fund) - **PULLED**

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify additive change order No.2 between Burbank Unified School District and Silver Creek Industries Inc., effective January 12, 2019, through January 12, 2020, not to exceed $105,319.56 PO 18001120 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

PULLED 2-7-19 Ratification_ Add CO_ Silver Creek Modulars Stevenson.pdf

12.s Acceptance of Notice of Completion, Kya Services, Wiseburn School District Piggyback Contract No. 1, Flooring Installation, 16 Modular Classrooms, Bret Harte Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Kya Services, Wiseburn School District Piggyback Contract No. 1, Modular Classrooms, Bret Harte Elementary

School, not to exceed $ 259,765.38 PO 18003420 (210-00000-0-91008-85000-6230-205-0000) Bond Fund, as presented.

NOC_ Kya_ Flooring_ Modulars_ Bret Harte.pdf (O.F. #27,299)

12.t Acceptance of Notice of Completion, Kya Services, Wiseburn School District Piggyback Contract No. 1, Modular Classrooms, William McKinley Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Kya Services, Wiseburn School District Piggyback Contract No. 1, Modular Classrooms, William McKinley Elementary School, not to exceed $111,294.52 PO 19000479 (210-00000-0-91008-85000-6230-209-0000) Bond Fund, as presented.

NOC_ Kya_ Flooring_ Modulars_ McKinley.pdf (O.F. #27,300)

12.u Acceptance of Notice of Completion, Pilgrim Fence, CUPCCAA Bid 1819-030, Parking Areas, Additional Fencing, Bret Harte Elementary School (Bond Fund)

That the Board of Education accept a notice of completion, Pilgrim Fence, CUPCCAA Bid 1819-030, Parking Areas, Additional Fencing, Bret Harte Elementary School, not to exceed $14,326 PO 19002129 (21.0-00000-0-91001-85000-6170-205-0000) Bond Fund, as presented.

NOC_ Pilgrim Fence_ Additional Parking Fencing_ Bret Harte.pdf (O.F. #27,301)

12.v Acceptance of Amended Notice of Completion, Pierre Landscape, CUPCCAA Bid 1718-046, Landscape, Irrigation Improvements, Thomas Jefferson Elementary School (Bond Fund)

That the Board of Education accept an amended notice of completion, Pierre Landscape, CUPCCAA Bid 1718-046, Landscape, Irrigation Improvements, Thomas Jefferson Elementary School, not to exceed $110,941 PO 9000873 (21.0-00000-0-91008-85000-6230-206-0000) Bond Fund, as presented.

NOC_ Pierre Landscape_ Jefferson.pdf (O.F. #27,302)

12.w Acceptance of Amended Notice of Completion, M. Wilson, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package 3, Construction, Thomas Jefferson Elementary School Modular Classrooms (Bond Fund)

That the Board of Education accept a notice of completion, M. Wilson, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package 3, Construction, Thomas Jefferson Elementary School Modular Classrooms, not to exceed $541,175 PO 18002903 (21.0-00000-0-91008-85000-6230-206-0000) Bond Fund, as presented.

NOC_ M Wilson_ Modular Phase II_ Jefferson.pdf (O.F. #27,303)

12.x Approval of Award of Contract, Pilgrim Fence, CUPCCAA Bid, 1819-051 Enclose Water Valve, William McKinley Elementary School (Bond Fund)

That the Board of Education approve an award of contract, Pilgrim Fence, CUPCCAA Bid 1819-051, Enclose Water Valve, William McKinley Elementary School, effective February 8, 2019 through, February 9, 2020, not to exceed $6,362 (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_ Pilgrim Fence_ Enclose Water Valve_McKinley.pdf (O.F. #27,304)

12.y Ratification of Award of Contract, Pilgrim Fence, CUPCCAA Bid 1819-053 Installation of Additional Pedestrian Gate, David Starr Jordan Middle School (Bond Fund)

That the Board of Education ratify an award of contract to Pilgrim Fence, Inc., installation of pedestrian gate, David Starr Jordan Middle School, effective November 11, 2018 through November 11, 2019, not to exceed $5,552 (21.3-00000-0-91001-85000-6170-321-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratification_ AOC- Pilgrim Fence_ Jordan.pdf (O.F. #27,305)

12.z Ratification of Deductive Change Order No.3, PMC Concrete, Phase II, 1617-053, Bid Package 2, Building and Site Concrete, Robert Louis Stevenson Elementary School (Bond Fund)

That the Board of Education ratify Change Order No. 3 between Burbank Unified School District and PMC Concrete, Phase II, 1617-053, Bid Package 2, Building and Site Concrete, Robert Louis Stevenson Elementary School, effective January 15, 2019 through January 15, 2020, not to exceed ($136) PO 18002045 (21.0-00000-0-91008-85000-6230-215-0000), Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

Ratification_Deductive CO 3_ PMC Concrete_ Stevenson.pdf (O.F. #27,306)

12.aa Acceptance of Notice of Completion, Field Contract 1819-001 Network Cabling in Portable Classroom, ICS Service Co., Bret Harte Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, Field Contract 1819-001 Network Cabling in Portable Classroom, by ICS Service Co., at Bret Harte Elementary School (21.3-00000.0-93000-85000-6249-2050000), PO 19000532, not to exceed $9,555.90 (Bond Fund), as presented.

NOC_ICS_Network Cabling Portable_Harte_020719.pdf (O.F. #27,307)

12.ab Acceptance of Notice of Completion, Bid 1314-050, 21st Century Classroom Equipment in Modular Classrooms, Quintron Systems, Inc., William McKinley Elementary School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1314-050 E-Rate 2014 Technology, Infrastructure, Network, Wireless and Cabling Unit Price Bidding for Public Works for the 21st Century Classroom Equipment in Modular Classrooms project by Quintron Systems, Inc., at William McKinley Elementary School (21.3-00000.0-93001-85000-4450/6249-2090000), PO 19002055, not to exceed $47,354.12 (Bond Fund), as presented.

NOC_Quintron_21st Century_McKinley Modular_020719.pdf (O.F. #27,308)

12.ac Ratification of Additive Change Order, CUPCCAA Bid 1718-081, PMC Concrete Contractors Inc., Replacement of Lunch Shelter Asphalt, Joaquin Miller Elementary School (Restricted Routine Maintenance)

That the Board of Education ratify an additive change order to the contract between Burbank Unified School District and PMC Concrete Contractors Inc., for the

Replacement of the Lunch Shelter Asphalt at Joaquin Miller Elementary School, effective June 8, 2018 through January 31, 2019, not to exceed $59,604 (01.0-81500.0-00000-85000-6170-7523500) Restricted Routine Maintenance, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Ratif. CO1_ PMC Concrete_LS Asphalt_Miller.pdf (O.F. #27,309)

12.ad Approval of Award of Contract, Proposal No. 04-02167, Ninyo & Moore, Geotechnical and Materials Testing Services, Magnolia Park (SELPA & Safety Credits)

That the Board of Education approve an award of contract between Burbank Unified School District and Ninyo & Moore for Geotechnical Testing for the shade structure at Magnolia Park, not to exceed $6,074 (01.0-90904.0-00000-85000-6282-5178000) SELPA, and $370 (010.0-00000.0-00000-85000-6282-5173200) Safety Credits, effective February 8, 2019 through February 7, 2020, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Ninyo&moore_geo testing_mag park.pdf (O.F. #27,310)

12.ae Approval of Award of Contract, Pilgrim Fence, Fence and Gate Relocation at Magnolia Park (SELPA)

That the Board of Education approve an award of contract between Burbank Unified School District and Pilgrim Fence, to relocate the fence and gate in order to provide a shade structure at Magnolia Park, effective February 8, 2019 through February 7, 2020, not to exceed $17,425.54 (01.0-90904.0-00000-85000-6170-5170000) SELPA, and the authority to sign the amended agreement be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Pilgrim Fence_ Fence Relocat_Mag Park.pdf (O.F. #27,311)

13. REQUESTS TO ADDRESS THE BOARD

13.a Public Communications

Diana Abasta, Teacher and BTA President, was called to speak. She was optimistic and hopeful about the new State split roll tax measure and the May Revise. She then thanked Superintendent Hill for his leadership to discuss Measure QS at a study session, and a Lobby Day in May. She commented on the need to continue to lobby for IDEA (Individuals with Disabilities Education Act) funding. She felt that middle school teachers needed to look at Health and Fitness as they make determinations on how to grade students.

13.b Staff Responses

Superintendent Hill thanked Diana Abasta for her comments and said that he looked forward legislating collaboratively with BTA to layout the pathway for success.

13.c Board Members' Comments and Responses

Member Frintner noted the message to Sacramento needed to be constant and a cooperative message.

President Reynolds also thanked Diana Abasta for her comments and she was looking forward to the conversation at the upcoming study session.

Eric Carter, Burbank Educational Foundation Fundraising Member, was called to speak. He announced the State of the School Breakfast and noted that sponsorship opportunities were also available and encouraged community participation, as the Foundation is a non-profit, tax deductible organization.

14. RECONVENE IN PUBLIC SESSION AND ADJOURNMENT

The meeting adjourned at 9:39 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

3/7/2019
_____
DATE

_____
STEVE FRINTNER, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

February 12, 2019

District Office Board Room
1900 West Olive Avenue
Burbank, California

MEMBERS PRESENT:
Roberta Reynolds
Armond Aghakhanian
Steve Frintner
Charlene Tabet
Steve Ferguson

Also present were Matt Hill, Superintendent and Sharon Cuseo, Assistant Superintendent, Instructional Services.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m. School Facilities Oversight Committee (SFOC) Member Walter Brennan, Jr., led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications - There were no public comments at this time (see item 3b below)

2.b Staff Responses - There were no public comments at this time (see item 3b below)

2.c Board Members' Comments and Responses - There were no public comments at this time (see item 3b below)

3. STUDY SESSION

3.a Discussion of Measure QS (Parcel Tax)

Matt Hill, Superintendent, facilitate a discussion regarding Measure QS.

3.b Board, Staff, and Public Comments

Peggy Flynn, Arts and CTE Coordinator, was called to speak. She talked about the proposed budget cuts and urged the Board to consider the cost of restoring any positions/hours that are cut and to consider the ancillary costs like equipment, etc. She asked that the Board think about the cuts in terms of what the District can do without for 20 or more years, citing the history of past cuts. She indicated her belief that

there are areas in the LCAP where cuts could be made if some of those items were made part of the site budgets.

Barry Sarna, BUSD teacher, was called to speak. He spoke about Measure QS and suggested that the school funding problem in California stems from Proposition 13, which he hoped someone would eventually deal with. He has done some research and said that other recent measures, which were successful, had included a sunset clause and he said he felt that was a problem with our measure. Not enough people were aware of the campaign. He also said we need to repair our damaged relationship with the City of Burbank.

Konstantine Anthony, parent, was called to speak. He suggested that the next measure be progressive so that people with lesser means would pay less. He said there was a legislative measure designed to lower the threshold for passage of a parcel tax, possibly to 55% and, should that pass, he felt that would help us a lot on our next attempt. He also cited the lack of a sunset clause as a reason Measure QS failed.

Colleen Elkins, District parent, was called to speak. She was involved with the campaign, but felt that people did not understand basic issues about how the education funding system works, nor did many understand how the parcel tax actually worked. In a perfect world she felt we would start now for the 2020 campaign. Get a team of volunteers, a website designer, a social media person, neighborhood team captains, etc. She said also feels like a positive campaign could be embarked on now to share success stories in the face of adversity so that there is a positive vibe when the next campaign comes around.

Caroline Solberg, parent, was called to speak. She felt the language in the parcel tax measure was very broad, which was wise, but she found people split into two camps: people who felt everything would be funded and people who felt that funding everything would be impossible. It was not simple enough, nor clear enough, for people to be well informed. Originally there was a PowerPoint slide that listed just a few cuts. Later the District issued an updated list with many more cuts that did not match the first proposal. She urged better transparency and communication.

Linda Walmsley, retired teacher, was called to speak. She felt the energy in the room tonight was great and liked the idea of a flat tax (same amount per parcel), favored the inclusion of a sunset clause, and asked that it be fair to all, including businesses and renting seniors. The campaign needs to be professionally managed, with a steering committee independent of the District, and must be well-funded and started earlier. She has experience with three previous bond measures and has learned that to achieve success you need to have buy-in from throughout the city.

Natalie Worsham, parent, was called to speak. She spoke about how much misinformation was seen on social media. She also felt Measure P hurt our chances. She encountered parents who said things like, “No new taxes, no way.” She said that clearer information on where the money was going would be helpful next time around. It was important to keep the information clear and simple and to include graphics or statistics.

Nate Banditelli, CTA Executive Director, was called to speak. He introduced himself as the Burbank/ Glendale CTA representative and provided his elections work history. He asked a few questions: (1) Fundraising: was there a fundraising attempt for Measure QS? He suggested that if we start fundraising now, it could make a big difference, especially through small online donors and community philanthropists; (2) Get Out the Vote (GOTV) work: Who voted and how do we reach them next time? and (3) What is the communications strategy? Mr. Banditelli reviewed some of the election results. He asked if we could have found another 1,000 voters who would have voted yes. He said that for the next effort, phone banking, neighborhood canvassing, robotexting, email blasts, grass-roots and digital technology methods should all be implemented.

Paula Trubisky, parent, was called to speak. She liked the aspect of Measure QS that distributed the tax fairly (by square footage) so that the impact was equitable. She also felt that the language and communications needed to be clearer. She said will speak to our elected representatives about paying down the pension shortfall and stress the need for them to take other measures at their disposal to help with education funding.

Larry Applebaum, former School Board Member and parent, was called to speak. He said he was all-in on a parcel tax and agreed with a lot of what was being said. However, until the pensions are funded, everything else is B.S. He believes that we should have mentioned buying the pension costs down as part of the parcel tax language. He disagreed with the lack of sunset clause. A lot of people who voted no would vote yes with some changes made next time. He stressed that he was not against pensions; he was for them, but that those obligations have to be funded. He said that the City of Burbank took a pension holiday for nearly five years, but that the District has never done that. He believed that the school district should be paying a much lower rate for their pensions than City employees.

Lori Little, parent, was called to speak. She spoke about permit students and said she felt that permit students and parents often feel marginalized and, because they don't live in Burbank, they did not get to vote on Measure QS and she would like to find a way to reach those people. She said that she has met with Senator Anthony Portantino and Assemblymember Laura Friedman. She said that Senator Portantino totally "gets it," but that she felt that school funding was not a big part of Assemblymember Friedman's agenda.

Carol Briggs, Burbank Council PTA President and parent, was called to speak. She believes that social media is only a small part of the puzzle. Just like at the elementary level, most take-home information gets delivered but as students get older, that becomes more difficult. She said the few informative meetings that were held were poorly attended. She liked that the parcel tax was based on square footage, which was more equitable than other formulas. She favors of a 20-year sunset clause. She said that protecting renting seniors (whose landlords might pass the tax on to them) would be difficult and that there would be no one plan that would make everyone happy.

Nicole Drabecki, teacher, was called to speak. She was involved with the campaign and feels that any successful campaign needs good organization. We need to harness the power of the sites, the PTA, the parents, open houses, etc., to get the information out to the community and get them to vote yes. She asked if maybe $9 million was too great a request and maybe next time we could ask for less. Measure P (City of Burbank's sales tax measure) was better funded and had better flyers and mailers and she felt that we needed some of that same outreach.

Kelly Duenckel, parent, was called to speak. She is in favor of another parcel tax and said that the District needs to get a handle on all the negative comments (too top-heavy with administrators; the District wastes money, etc.) and address them now. She believes that the success of the District's bond measure (Measure S) should be duplicated as much as possible. She said that phone banking and door knocking are effective methods. Tell people that this is what will happen if it doesn't pass.

Peggy Flynn was called to speak. She said that we are focusing too much on our loss when in fact we got 64% to vote yes. She said we could have used a lot more people on the committee and lots of people did not seem to know exactly what was happening and what was at stake. She said in the end we did a great job, considering our limited resources.

David Dobson, former Measure QS campaign member, said we needed to start earlier.

Diana Abasta, teacher and BTA President was called to speak. She said she is more interested in hearing what the plan is going forward and said she would like to start the study session itself.

STAFF AND BOARD RESPONSES

Superintendent Hill declined to comment and said it would be more helpful to hear from the Board first. Member Ferguson said we did pretty well considering when we started and what we were working with. He felt that we did not give ourselves enough time. He liked the idea of block parties. He said that conflicts of interest with the City's biggest landlord (who had the most to lose from a parcel tax), and corporations like Disney who support our schools but argued against the parcel tax in their boardrooms, were a problem. He wasn't sure that not having a sunset clause was an issue. He said that we did not secure fundraising from vendors or put signs all over our property. We played by the rules and emphasized that next year is make or break and that we really need to pass the next measure.

Member Tabet said that some people speaking tonight did not rely on the facts presented by the polling. The polling showed that the sunset clause was not an issue and 10 cents a square foot was a fine amount, etc. We cannot sell the community on a parcel tax that would only be used to pay down pensions. She said that we need to be loud and vocal with Sacramento and that organizations like CTA really need to use their might. If success means getting an organizer, starting sooner, etc., let's get it done.

Clerk Frintner said that we did fail, but basically because the system is rigged against us. It is difficult to get two-thirds of people to agree on anything. There is very little chance that Prop. 13 will get overturned but that lowering the threshold would help should that initiative pass. As far as criticisms about the District wasting money or being too top-heavy, he said he hears the complaints, but he seldom hears specifics. The District tried to be transparent and that the need does not go away so he did not see the sunset clause as that much of an issue, but rather it was used as an excuse for people who did not want to vote for it. Regarding assessing a cost per square foot versus a flat fee, he felt the business community was not there for us. The Chamber of Commerce was not there for us, yet they chose to endorse the sales tax increase. Nonetheless, we need the business community's support. We could have and should have been better organized. He suggested that we consider the March primary for the next measure to prevent getting lost in all of the noise of a big election, and suggested a discussion as soon as possible.

Vice President Aghakhanian said that yard signs don't win elections; they help, but they don't win. He said that considering we started this late with very little money, we did great. We need to start working on the next measure tomorrow.

President Reynolds said that she was in support of the 10 cents per square foot formula. When she spoke to groups she felt that she really connected when she showed them the slide that indicates how much less money Burbank gets compared to surrounding districts.

Member Ferguson said that better transparency on the financials was needed and suggested that the financials are posted on the District's website. He pointed out that 2020 is also the School Board election and he talked about some of the pros and cons of choosing March or November.

Superintendent Hill said he clearly hears that the community understands the need. The next discussion needs to center on what staff can do, what the committee can do, ballot language, and deciding which election to choose (March 2020 or November 2020) and when to begin polling. He said that polling shows that a flat tax would not pass in Burbank, and asked if the sunset clause was a good idea or a red herring. Next steps will involve meeting with President Reynolds to determine the schedule for study sessions, polling, etc.

Colleen Elkins volunteered to be the point of contact for emails.

The meeting adjourned to Closed Session at 9:00 p.m.

4. CLOSED SESSION

The Board met in Closed Session for the purpose of the following:

4.a <u>Public Employee Performance Evaluation Pursuant to Government Code §54957</u>

Title: Superintendent of Schools

5. RECONVENE IN PUBLIC SESSION

The Board reconvened in Public Session at 9:35 p.m.

6. REPORTING ON CLOSED SESSION

President Reynolds reported that item 4a was for discussion only, with no action taken.

7. ADJOURNMENT

The meeting adjourned at 9:36 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

3/7/2019
_____
DATE

_____
STEVE FRINTNER, CLERK

TO: Board of Education / Superintendent

Consent 3/7/2019

SUBMITTED BY: Sarah Niemann, Assistant Superintendent, Human Resources Services

SUBJECT: Certificated Personnel - Report Number 18 - 19 - 14. 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.

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MEDINA O'NEIL, MELINDA	Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000	100		Began Service 01/10/2018	02/22/2019
Human Resources	Substitute Teacher	01.0-65000.0-57700-11100-1160-7440000	100			
PARKER, CODY	Teacher	01.0-00000.0-11100-10000-1110-4310000	100		Began Service 8/7/2017	5/24/2019
Burbank High School				STP: $1331		
WYLY, ALLISON	Teacher	01.0-00000.0-11100-10000-1110-4310000	100		Began Service 8/7/2017	5/24/2019
Burbank High School				STP: $1331		

RESIGNATION/POSITION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BANIAN, JENNIFER	Elementary Teacher	01.0-00000.0-11100-10000-1110-2060000	100		Began Service 8/8/2016	5/24/2019
Human Resources	Elementary Teacher - FTE:100%			STP: $1331		

NON RE-ELECT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT 0080-18,		01.0-00000.0-11100-10000-1110-4310000	100			5/24/2019
Human Resources				STP: $1331		
CT 0081-18,		01.0-00000.0-11100-10000-1110-4310000	100			5/24/2019
Human Resources						
CT 0082-18,		12.0-90602.0-11100-10000-1110-2100000	100			5/24/2019
Human Resources	- FTE:43.8%					
CT 0083-18,		01.0-00000.0-11100-10000-1110-4320000	100			5/24/2019
Human Resources						

CHANGE OF LOCATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MAUNE, LYNNE Human Resources	Cc Teacher: School Age CC Teacher-9.5 months -	12.0-90602.0-11100-10000-1110-7540000	100	STP: $81	To become Resident CC teacher based out of CC offices	2/12/2019

CHANGE OF SALARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
RISLEY, LAWRENCE Luther Middle School	Special Ed Teacher Special Education - FTE:100%	01.0-65000.0-57700-11100-1110-3200000	100	Salary Rate: $$7510.91 STP: $3993	To add Doctorate stipend	1/22/2019
ARJOYAN, ANOUSH Burroughs High School	Teacher English - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	Salary Rate: $5263.91 STP: $1331	To add Doctorate stipend	8/9/2018

CHANGE OF DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT 0074-18, Human Resources	Cc Teacher: School Age Leave of Absence - FTE:93.75%	12.0-90602.0-11100-10000-1110-2020000	100	STP: $79	Change of end date for Paid Admin LOA	12/8/2018 2/11/2019

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
MIRZAYAN, TALYNN Burbank High School	High School Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:17	General Purpose	8/5/2019 5/22/2020
HUNTER, EMILY Mc Kinley Elementary School	Special Ed Teacher SDC - Elementary - FTE:100%	01.0-65000.0-57700-11100-1110-2090000	100	RA:005 - ST:05 STP: $1331	Child Care LOA	5/10/2019 5/24/2019
HALL, JAMIE Burroughs High School	Teacher Leave of Absence - FTE:80%	01.0-00000.0-11100-10000-1110-4320000 01.0-01500.0-11100-10012-1110-4322000	50 50	RA:006 - ST:13 STP: $1064.8	General Purpose 20%	8/5/2019 5/22/2020
BESS, KENNETH Jordan Middle School	Teacher Leave of Absence	01.0-00000.0-11100-10000-1110-3210000	100	RA:006 - ST:05	Child/Parental Bonding	2/14/2019 2/22/2019

LEAVE OF ABSENCE (UNPAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT 0077 18, Human Resources	Teacher Leave of Absence - FTE:100%	01.0-65000.0-57700-11100-1110-4310000	100	RA:004 - ST:02 STP: $2662	Unpaid Admin Leave of Absence	2/18/2019 3/22/2019

PTR CANCELLED	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ROBERG, KENDALL Burbank High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	STP: $1331	Employee no longer taking Leave of Absence	

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
WEISS, JOSHUA Mc Kinley Elementary School	Long Term Sub Teacher Dual Immersion Kindergarten	01.0-00000.0-11100-10000-1160-2090025 01.0-01500.0-47601-10000-1160-2090000	61 39			1/14/2019 3/14/2019

CERTIFICATED PERSONNEL

CONSENT 3/7/2019

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SYMONS, BRAD Burbank High School	Middle School Teacher Long Term Substitute	01.0-65000.0-57700-11100-1160-4310000	100	Salary Rate: $170		2/19/2019 3/15/2019

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 18-19-14

March 7, 2019
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Adamson, Kevin	Technology	Technology Stipend	Stipend	$988.09	1	December 2015
Adamson, Kevin	Technology	Technology Stipend	Stipend	$988.09	1	June 2016
Adamson, Kevin	Technology	Technology Stipend	Stipend	$1059.00	1	December 2016
Adamson, Kevin	Technology	Technology Stipend	Stipend	$1059.00	1	June 2017
Atherton, Debra	BHS	Additional hours	Hourly	$33.44	1	February
Barberia, Frank	BHS	Additional hours	Hourly	$33.44	1	February
Bercini, Tamorah	Emerson	Intervention Planning	Hourly	$33.44	14.5	February
Berkovich, Andrew	BHS	Coach Spring 2019	Stipend	$3861.00	1	February- April
Bethel, Lisa	Edison	Intervention Teaching	Hourly	$45.07	13.5	February - May
Briks-Stafford, Erika	Edison	Intervention Planning	Hourly	$33.44	3	February
Broderick, Karen	Instr. Services	Other Hourly	Hourly	$33.44	2	January
Brown, Kelly	Jordan	Teacher Extra Duty	Hourly	$33.44	5	February
Card, David	BHS	Coach Spring 2019	Stipend	$4562.00	1	February- April
Carlson, Sandra	Adult	Spring Weekly Assignment	Hourly	$37.82	164	February - May
Carlson, Sandra	Adult	Spring Weekly Assignment	Hourly	$37.82	530	February - May
Cavender, Rachel	Stevenson	Intervention Teaching	Hourly	$45.07	14	January – May
Chiaravalle, Karen	Providencia	Intervention Teaching	Hourly	$45.07	5	February
Cook, Jacob	JBHS	Coach CIF	Stipend	$189.00	1	February
Dagata, Patty	Disney	Intervention Teaching	Hourly	$45.07	3	February - May
Dagata, Patty	Disney	Intervention Planning	Hourly	$33.44	1	February
Delaurie, Jerry	Jordan	Teacher Extra Duty	Hourly	$33.44	5	February
Fields, Jamie	Providencia	Intervention Planning	Hourly	$33.44	15.5	February - May
Fields, Jamie	Providencia	Intervention Teaching	Hourly	$45.07	55	February - May
Gibson, Karen	Stevenson	Intervention Teaching	Hourly	$45.07	10	February - May
Grimshaw, Douglas	BHS	Coach Spring 2019	Stipend	$4061.00	1	February- April
Guzman, Raquel	Adult	Spring Weekly Assignment	Hourly	$44.35	54	February - May
James, Stephen	Muir	Performing Arts	Stipend	$2312.00	1	November- June
Johnson, Sandra	Edison	Intervention Teaching	Hourly	$45.07	34.5	February – May
Johnson, Sandra	Edison	Intervention Teaching	Hourly	$45.07	20	February - May
Johnson; Sandra	Edison	Intervention Planning	Hourly	$33.44	3	February
Karp, Allan	Adult	Spring weekly assignment	Hourly	$42.32	42	January - May

King, Robert	JBHS	VMA- Drama Assistant	Hourly	$33.44	24.71	February
Kling, Sarah	Edison	Intervention Teaching	Hourly	$45.07	35	February - May
Kling, Sarah	Edison	Intervention Planning	Hourly	$33.44	3	February
Lee, Lydia	Muir	Performing Arts	Stipend	$2312.00	1	November- June
Levein, Karen	Adult	Spring weekly assignment	Hourly	$44.28	336	January – May
Marinelli, Jean	Miller	Intervention Planning	Hourly	$33.44	10.5	February
Marinelli, Jean	Miller	Intervention Teaching	Hourly	$45.07	24.5	February - May
Marino, Erin	Disney	Intervention Teaching	Hourly	$45.07	20	February - May
Marshall, Elaine	Edison ATB	Overtime	Hourly	$26.06	.50	February
Michalopoulos, Anjanette	Mann SE	Additional hours IEP support	Hourly	$86.51	95	January - May
Moran dos Santos,Elaine	Miller	Intervention Planning	Hourly	$33.44	.50	February
Moran dos Santos,Elaine	Miller	Intervention Teaching	Hourly	$45.07	4	February
Moran dos Santos,Elaine	Miller	Intervention Teaching	Hourly	$45.07	3	February - May
Musicant, Lori	Muir	Performing Arts	Stipend	$2312.00	1	November- June
Myers, Guy	JBHS	Performing Arts	Hourly	$33.44	16.7	February
Orht, Natalie	Instr. Services	Other Hourly	Hourly	$33.44	6	February
Ovasapyan, Aida	Washington CC	Additional hours	Hourly	$17.66	1	December
Parker, Cody	BHS	Coach Spring 2019	Stipend	$3900.00	1	February- April
Phan, John	BHS	Coach Spring 2019	Stipend	$5561.00	1	February- April
Rodney, John	Muir	ASB Advisor	Stipend	$2312.00	1	November- June
Rodriguez, Anna	Jordan	Teacher Extra Duty	Hourly	$33.44	3	February
Rosales, Sandra K	Harte CC	Additional hours	Hourly	$16.76	1.5	January
Sawyer, Rayell	Edison	Intervention Planning	Hourly	$33.44	3	February
Sawyer, Rayell	Edison	Intervention Teaching	Hourly	$45.07	31.5	February - May
Scoville, Daniel	JBHS	VMA- Drama Assistant	Hourly	$33.44	34.6	February
Shim, Julie	Miller	Intervention Planning	Hourly	$33.44	5.25	February
Shorten, Dana	Spec Ed	Home Teacher	Hourly	$35.73	84	February - May
Tipton, Wayne	Jordan	Teacher Extra Duty	Hourly	$33.44	3	February
Williams, Dena	JBHS	Master Teacher	Stipend	$300.00	1	January

Personnel Report No. 18-19-14 March 7, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Resignation								
CORADO, Christina	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-III	D	02-08-19		Special Education
CRISPI, Whitney	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2110-5083000	.3125	35-I	D	02-15-19		Horace Mann Children's Center
Layoff								
PADILLA, Lizbeth	Instructional Assistant-Severe Behavior II	11.0-63910.0-41100-10000-2110-5330044	.750	45-IV	D	02-11-19		Burbank Adult School
Leave								
CARVAJAL, Zacarias	Safety/ Utility Custodian	01.0-00100.0-00000-82100-2210-4320000	1.00	35-III	A	02-06-19	02-20-19	Facilities Services Paid Parental Bonding
CL 0082-19		01.0-65000.0-57500-11905-2160-7440000	.8125	40-II	D	02-04-19	02-20-19	Human Resources Services Paid Administrative
KIRKPATRICK, Gloria	Instructional Assistant-Special Education	01.0-33100.0-57700-11100-2110-2090000	.750	32-VI	D	01-28-19	01-27-20	McKinley Elementary Unpaid Family Care & Medical
Additional Compensation for Longevity								
LANE-LARMOUTH, Suzanne	Instructional Assistant-Special Education	01.0-33100.0-57700-11200-2110-4320000	.750	32-VI	D	02-01-19		Burroughs High School 20 yrs., $167/mo.
POGHOSYAN, Hermine	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-VI	D	02-01-19		Special Education 10 yrs., $85/mo.
SERRAO, Philomena	Typist Clerk I	12.0-90601.0-00000-27000-2410-5080000	.250	28-VI	C	02-01-19		Horace Mann Children's Center 10 yrs., $21.25/mo.
Change of Assignment – Classification/Location/FTE in Lieu of Layoff								
GUNTER, Marcus	Educational Interpreter IV	01.0-33100.0-57700-11104-2110-4310000	.8125	61-VI	D	02-18-19		Burbank High School
KORBOL, Conrad	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2110-3200000	.750	32-I	D	02-19-19		Luther Middle School
McDONALD, Andrew	Instructional Assistant-Special Education	01.0-33100.0-57700-11200-2110-4310000	.750	32-I	D	02-19-19		Burbank High School

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.

Personnel Report No. 18-19-14 March 7, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Monthly								
ALLAHYARI, Edick	Custodian	01.0-00100.0-00000-82100-2210-7520000	1.00	35-I	A	02-12-19		Facilities Services
BRODY, Samantha	School Office Manager	13.0-53100.0-00000-37000-2410-5260000 01.0-02430.0-35500-27000-2410-5260000	.200 .800	43-I	C	02-26-19		Community Day School
CRUZ GOMEZ, Veronica	Custodian	01.0-00100.0-00000-82100-2210-4310000	1.00	35-I	A	02-12-19		Burbank High School
MEJIA, Sandra	Elementary School Aide	01.0-00000.0-11100-10009-2910-2132000	.375	27-I	D	02-07-19		Providencia Elementary
PRECIADO, Diana	Instructional Assistant – Severely Impaired	01.0-65000.0-57500-11100-2110-7440000	.8125	35-I	D	02-19-19		Special Education
SANCHEZ AVILA, Karla	Instructional Assistant-Primary Language Support	01.0-01500.0-47601-10000-2110-2090000	.4375	31-I	D	02-12-19		McKinley Elementary
Election – Hourly								
AGUILERA, Vanessa	Instructional Assistant-Translator DHH	01.0-65000.0-57700-11104-2140-7440000 01.0-65000.0-57700-11104-2130-7440000		33-I	D	01-01-19 01-01-19	01-31-19 01-31-19	Special Education
ALEXAN, Lousia	Secretary	11.0-63910.0-41101-27000-2430-5330000		35-III	D	01-07-19	05-31-19	Burbank Adult School
BACA, Linda	Instructional Assistant-Parent Education	11.0-00639.0-41103-10000-2130-5330000		18.25	E	01-07-19	05-31-19	Burbank Adult School
BAER, Allison	Instructional Assistant-Parent Education	11.0-00639.0-41103-10000-2130-5330000		15.18	E	01-07-19	05-31-19	Burbank Adult School
GERGELY, Suzanne	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2130-5300000		32-IV	A	01-29-19	01-29-19	Monterey Children's Center
GONZALEZ, Eileen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2150000		32-II	D	02-01-19	06-30-19	Stevenson Around the Bell
GRINNELL, Brenda	Instructional Technology Media Specialist	01.0-30100.0-11100-10012-2130-2139000		38-IV	C	02-01-19	05-23-19	Providencia Elementary
HARTOUN MARDIRSAN, Odet	Instructional Assistant-Children's Center	12.0-90603.0-00010-10000-2140-5300000		32-IV	D	01-02-19	01-02-19	Monterey Children's Center
HERNANDEZ, Margarita	Safety/ Utility Custodian	01.0-90711.0-81000-50002-2240-2148000		35-I	D	01-20-19	01-20-19	Facilities Services
PETKO, Branka	Food Service Assistant	01.0-90904.0-11100-41000-2930-4318100 01.0-90904.0-11100-41000-2940-4318100		27-VI	D	01-31-19 01-31-19	01-31-19 01-31-19	Burbank High School

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.

Personnel Report No. 18-19-14 March 7, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
PUPKO, Marina	Instructional Assistant-Children's Center	12.0-61050.1-11100-10000-2130-2050000		14.05	G	01-23-19	01-31-19	Bret Harte Children's Center
SHADKAM, Araz	Middle School Aide	01.0-00000.0-00000-83000-2230-3221000		16.32	D	01-29-19	01-29-19	Muir Middle School
SHAFFER, Patricia	Educational Interpreter IV	01.0-65000.0-57700-11104-2140-7440000 01.0-65000.0-57700-11104-2130-7440000		61-VI	D	01-01-19 01-01-19	01-31-19 01-31-19	Special Education
WIERBILIS, Jana	Elementary School Aide	01.0-00000.0-11100-10009-2960-2062000		27-III	D	01-01-19	05-23-19	Jefferson Elementary
WILKEN, Tonya	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2020000		32-VI	C	01-31-19	01-31-19	Edison Around the Bell
Election – Walk on Coach								
MELE, Louis	Short Term – Athletic	01.0-90904.0-15001-42000-2171-4328100		33-I	F	02-01-19	04-01-19	Burroughs High School
PELAYO, Anthony	Short Term – Athletic	01.0-90904.0-15001-42000-2171-4328100		33-I	F	02-01-19	04-01-19	Burroughs High School
VILLEGAS, Sandra	Short Term – Performing Arts	01.0-90201.0-17006-41002-2171-4328500		33-I	F	01-01-19	01-31-19	Burroughs High School

Signature

Title: Assistant Superintendent, Human Resources Services

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BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 01/22/2019 & 02/04/2019

PO Number	Vendor	Description	Site	Fund	Total Amount
19000087	AVIS RENT-A-CAR	C/O 1: INCREASE BY $43.00; 2018-19 BLANKET ORDER; ATHLETIC TRANSPORTATION	BURBANK HIGH SCHOOL	010	$5,043.00
19000471	ENTERPRISE FM TRUST	C/O 1: REDUCE BY $6,677.19; LEASE AGREEMENT FOR THE REPLACEMENT OF 15 DISTRICT VEHICLES; BOARD APPROVED 10/15/15	FISCAL SERVICES	010	$212,721.07
19000477	GKKWORKS	C/O 1: CHANGE ACCT STRING; CARRYOVER PO 17002519 & 18000898; ARCHITECTURAL & ENGINEERING SERVICES; MAKER SPACE AT BURBANK HS; ROP FUNDS; BOARD APPROVED 8/4/16	BURBANK HIGH SCHOOL	250	$5,280.00
19000847	MASSADI ENTERPRISES	C/O 1: INCREASE BY $30,005.00 - BD 12/20/18; CARRYOVER PO 18003876; DSA INSPECTION SERVICES FOR ON-SITE MODULAR CLASSROOMS @ MCKINLEY ES; BOND FUNDS; BD 5/3/18	MC KINLEY ELEMENTARY	213	$71,995.00
19000872	GKKWORKS	C/O 2: INCREASE BY $51,456.00; CARRYOVER PO 18004105; ARCHITECTURAL & ENGINEERING SERVICES FOR PORTABLES @ VARIOUS SITES; BOND FUNDS	VARIOUS SITES	213	$67,192.15
19000872	GKKWORKS	C/O 2: INCREASE BY $51,456.00; CARRYOVER PO 18004105; ARCHITECTURAL & ENGINEERING SERVICES FOR PORTABLES @ VARIOUS SITES; BOND FUNDS	VARIOUS SITES	250	$5,072.43
19001223	KREISBERG, ROBYN	C/O 1: INCREASE BY $1,500.00 AND EXTEND TERM; CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 7/19/18	DISNEY ELEMENTARY	010	$3,000.00
19001486	FAMILY SERVICE AGENCY OF BURBANK	C/O 1: INCREASE BY $50,000.00; CONSULTANT AGREEMENT; COUNSELING AND ADMINISTRATIVE SERVICES; JBHS & BHS; BOARD APPROVED 7/19/18	INSTRUCTIONAL SERVICES	010	$100,000.00
19002454	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	C/O 1: INCREASE BY $6,075.00 FOR ADDITIONAL FEES; ANNUAL CONVEYANCE PERMIT FEES FOR BHS & MUIR MS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$10,375.00
19002534	AMAZON CAPITAL SERVICES	AUDIO EQUIPMENT	JORDAN MIDDLE SCHOOL	010	$426.89
19002535	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	LUTHER BURBANK MIDDLE SCHOOL	010	$239.79
19002536	AMAZON CAPITAL SERVICES	MEDICAL EQUIPMENT	COMMUNITY DAY SCHOOL	010	$12.03
19002537	BIDDLE CONSULTING GROUP INC	SOFTWARE MAINTENANCE & SUPPORT RENEWAL; OPAC TESTING; BOARD APPROVED 6/21/18	PERSONNEL SERVICES	010	$1,299.00
19002538	INSECT LORE PRODUCTS	INSTRUCTIONAL SUPPLIES	MC KINLEY ELEMENTARY	010	$58.30

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19002539	FOUR WINDS	STUDENT TRANSPORTATION; GETTY MUSEUM; GENERAL	INSTRUCTIONAL SERVICES	010	$529.00
19002540	FOUR WINDS	STUDENT TRANSPORTATION; GLENDALE COMMUNITY COLLEGE; COLLEGE READINESS	INSTRUCTIONAL SERVICES	010	$5,427.50
19002541	LOWE'S HOME IMPROVEMENT	CLASSROOM EQUIPMENT; REFRIGERATOR; AROUND THE BELL PROGRAM; CHILD DEVELOPMENT FUNDS	MC KINLEY ELEMENTARY	120	$383.85
19002542	FOUR WINDS	STUDENT TRANSPORTATION; DISNEYLAND; ACCOUNTS RECEIVABLE	MUIR MIDDLE SCHOOL	010	$1,890.00
19002543	FOUR WINDS	STUDENT TRANSPORTATION; NATURAL HISTORY MUSEUM; GIFTS	MC KINLEY ELEMENTARY	010	$838.00
19002544	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; AQUARIUM OF THE PACIFIC; GIFTS	STEVENSON ELEMENTARY	010	$1,107.40
19002545	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; HOWARD MUSEUM; GIFTS	MC KINLEY ELEMENTARY	010	$318.38
19002546	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; GENE AUTRY MUSEUM; GIFTS	MC KINLEY ELEMENTARY	010	$585.90
19002547	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; HOWARD MUSEUM; GIFTS	MC KINLEY ELEMENTARY	010	$318.38
19002548	FAST DEER BUS CHARTER INC	STUDENT TRANSPORTATION; PALI INSTITUTE (OSS); GIFTS	ROOSEVELT ELEMENTARY	010	$4,417.74
19002551	SOUTHWINDS TRANSPORTATION	STUDENT TRANSPORTATION; HOWARD MUSEUM; GIFTS	MC KINLEY ELEMENTARY	010	$415.60
19002553	SOUTHWINDS TRANSPORTATION	STUDENT TRANSPORTATION; GLENDALE PLANETARIUM; GIFTS	MC KINLEY ELEMENTARY	010	$858.70
19002556	TRANSIT SYSTEMS UNLIMITED, INC	STUDENT TRANPORTATION; CAL POLY POMONA; CTE INCENTIVE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$712.50
19002557	GOVCONNECTION, INC.	TELEPHONE EQUIPMENT	PERSONNEL SERVICES	010	$1,257.89
19002558	DISCOUNT SCHOOL SUPPLY	CLASSROOM FURNITURE	CHILD DEVELOPMENT SERVICES	120	$4,069.04
19002559	DISCOUNT SCHOOL SUPPLY	CLASSROOM FURNITURE	CHILD DEVELOPMENT SERVICES	120	$1,370.97
19002560	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; CHROMEBOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$18,463.88
19002561	HP INC	LAPTOP CHARGING CART; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$1,133.42
19002562	SPICERS PAPER CO	WAREHOUSE STOCK; PAPER	WAREHOUSE	010	$50,313.06
19002563	IMAGE SOURCE	WAREHOUSE STOCK; STAPLES	WAREHOUSE	010	$6,216.10
19002564	LOWE'S HOME IMPROVEMENT	KITCHEN EQUIPMENT; REFRIGERATOR; CHILD DEVELOPMENT FUNDS	WASHINGTON CHILDREN´S CENTER	120	$571.10
19002565	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$70.29
19002566	UME FEDERAL CREDIT UNION	DANCE SUPPLIES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$150.83
19002567	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; CHROMEBOOKS; TITLE I FUNDS	MILLER ELEMENTARY	010	$9,234.68
19002568	HP INC	LAPTOP CHARGING CART; TITLE I FUNDS	MILLER ELEMENTARY	010	$1,1

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19002569	CASCIO INTERSTATE MUSIC	MUSICAL INSTRUMENT STORAGE EQUIPMENT; GIFT FUNDS	JORDAN MIDDLE SCHOOL	010	$209.41
19002570	SUNBELT RENTALS, INC.	EQUIPMENT RENTAL; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$4,311.81
19002571	KR NIDA CORPORATION	COMMUNICATION EQUIPMENT REPAIR	JOHN BURROUGHS HIGH SCHOOL	010	$2,424.17
19002572	MOBYMAX, LLC	SOFTWARE LICENSE; GIFT FUNDS; BOARD APPROVED 6/21/18	BRET HARTE ELEMENTARY	010	$37.00
19002573	UME FEDERAL CREDIT UNION	SOFTWARE SUBSCRIPTION; EDUCATION.COM; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$160.00
19002574	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES; PTA; ACCOUNTS RECEIVABLE FUNDS	BRET HARTE ELEMENTARY	010	$144.32
19002575	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; ONE-TIME FUNDS	INSTRUCTIONAL SERVICES	010	$187.83
19002576	COMPLETE BUSINESS SYSTEMS	DUPLO SUPPLIES	JORDAN MIDDLE SCHOOL	010	$510.92
19002577	KALER, DR. SANDRA	CONSULTANT AGREEMENT; PSYCHOLOGICAL INDEPENDENT EDUCATIONAL EVALUATION; SPECIAL EDUCATION; BOARD APPROVED 1/17/19	SPECIAL EDUCATION	010	$4,500.00
19002578	MUSICIANS AT PLAY FOUNDATION	CONSULTANT AGREEMENT; MUSIC MENTORSHIP PROGRAM; FILM LA FUNDS; BOARD APPROVED 12/20/18	INSTRUCTIONAL SERVICES	010	$9,375.00
19002579	BOX CARS AND ONE-EYED JACKS, INC	INSTRUCTIONAL MATERIALS; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$89.60
19002580	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$177.98
19002581	TRIDENT BEVERAGE INC	BEVERAGE PRODUCTS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$5,435.00
19002582	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$52.89
19002583	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JORDAN MIDDLE SCHOOL	010	$84.53
19002584	BALLS AND WHISTLES	CONSULTANT AGREEMENT; SOCCER INSTRUCTION; ASES FUNDS; BOARD APPROVED 1/17/19	DISNEY ELEMENTARY	010	$1,080.00
19002585	APPLE COMPUTER ED SALES	TECHNOLOGY SUPPLIES	JORDAN MIDDLE SCHOOL	010	$259.52
19002586	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL; DVD	JOHN BURROUGHS HIGH SCHOOL	010	$17.47
19002587	AMAZON CAPITAL SERVICES	HEALTH EQUIPMENT	JOHN BURROUGHS HIGH SCHOOL	010	$32.83
19002588	MACIAS, SANDRA	REIMBURSEMENT TO TEACHER FOR CULINARY SUPPLIES; CTE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$166.53
19002589	APPLE COMPUTER ED SALES	APPLE EDUCATION VOUCHER	MILLER ELEMENTARY	010	$5.00
19002590	FOUR WINDS	STUDENT TRANSPORTATION; MAGIC MOUNTAIN; ACOUNTS RECEIVABLE	MUIR MIDDLE SCHOOL	010	$5,700.00
19002591	EAI EDUCATION	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	ROOSEVELT ELEMENTARY	010	$253.78
19002592	CAROLINA BIOLOGICAL SUPPLY CO	INSTRUCTIONAL EQUIPMENT; SCIENCE	JOHN BURROUGHS HIGH SCHOOL	010	$206.43

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19002593	AMERICAN 3B SCIENTIFIC	INSTRUCTIONAL SUPPLIES; HEALTH	JOHN BURROUGHS HIGH SCHOOL	010	$211.35
19002594	CLASSROOM PRODUCTS LLC	TESTING SUPPLIES	MILLER ELEMENTARY	010	$104.90
19002595	EAI EDUCATION	INSTRUCTIONAL SUPPLIES; MATHEMATICS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$257.43
19002596	PTM DOCUMENT SYSTEMS	CUSTOM PRINTED GRADE MAILER; UNRESTRICTED AND ACCOUNTS RECEIVABLE FUNDS	WAREHOUSE	010	$3,307.50
19002596	PTM DOCUMENT SYSTEMS	CUSTOM PRINTED GRADE MAILER; UNRESTRICTED AND ACCOUNTS RECEIVABLE FUNDS	WAREHOUSE	250	$83.01
19002597	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; HUNTINGTON LIBRARY; GIFTS	EDISON ELEMENTARY	010	$29.23
19002598	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; LOS ANGELES ZOO; GIFTS	WASHINGTON ELEMENTARY	010	$425.50
19002599	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; NINE O'CLOCK PLAYERS THEATRE; GIFTS	WASHINGTON ELEMENTARY	010	$522.10
19002600	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; JAPANESE AMERICAN CULTURAL MUSEUM; GIFTS	WASHINGTON ELEMENTARY	010	$172.10
19002601	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; SKIRBALL CULTURAL CENTER; GIFTS	WASHINGTON ELEMENTARY	010	$172.10
19002602	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; JBHS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$1,746.00
19002603	BERTRAND'S MUSIC	MUSICAL INSTRUMENTS; BHS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$61.84
19002604	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; JBHS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$697.84
19002605	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; MUIR; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$1,060.53
19002606	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; BHS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$1,411.79
19002607	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; JORDAN; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$2,041.08
19002612	KREISBERG, ROBYN	CONSULTANT AGREEMENT; MUSIC LESSONS; GIFT FUNDS; BOARD APPROVED 9/20/18	EDISON ELEMENTARY	010	$2,150.00
19002613	DIMENSION DATA NORTH AMERICA	TELEPHONE EQUIPMENT; MAA FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$502.61
19002614	PIERCE, EMILY	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL APP	JOHN BURROUGHS HIGH SCHOOL	010	$69.93
19002615	J.W. PEPPER & SONS, INC	INSTRUCTIONAL MATERIALS AND SUPPLIES; MUSIC; GIFT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$484.63
19002616	AMAZON CAPITAL SERVICES	CLASSROOM AND INSTRUCTIONAL SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$446.19
19002617	JOSTENS DIPLOMA DIVISION	DIPLOMAS; ADULT EDUCATION-BLOCK GRANT	BURBANK ADULT SCHOOL	110	$613.20
19002618	SARGENT-WELCH SCIENTIFIC CO.	INSTRUCTIONAL SUPPLIES; SCIENCE	JOHN BURROUGHS HIGH SCHOOL	010	$262.09
19002619	SERGIO ROBERTO MARTINEZ	STUDENT TRANSPORTATION; LOS ANGELES ZOO; GIFTS	ROOSEVELT ELEMENTARY	010	$380.00
19002620	SOUTHWINDS TRANSPORTATION	STUDENT TRANSPORTATION; GARY MARSHALL THEATER; GIFTS	MONTEREY HIGH SCHOOL	010	$4 214

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19002621	SPECIAL EDUCATION PARENTS	REIMBURSEMENT TO PARENT FOR TRAVEL EXPENSES; SPECIAL EDUCATION; BOARD APPROVED 1/17/19	SPECIAL EDUCATION	010	$3,000.00
19002622	SPORTS FACILITIES GROUP INC	FC1819-054 FURNISH AND INSTALL NETTING PANELS ON BASEBALL FIELD @ BHS; DEFERRED MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	140	$11,500.00
19002623	SPORTS FACILITIES GROUP INC	FC1819-055 FURNISH AND INSTALL NETTING PANELS ON BASEBALL FIELD @ JBHS; DEFERRED MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	140	$12,500.00
19002624	STROH, JUDIE	CONSULTANT AGREEMENT; PIANO ACCOMPANIMENT; GIFT FUNDS; BOARD APPROVED 10/4/18	JORDAN MIDDLE SCHOOL	010	$1,820.00
19002626	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIAL	STEVENSON ELEMENTARY	010	$92.77
19002627	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; DRUMMING WORKSHOPS; ASES FUNDS; BOARD APPROVED 1/17/19	DISNEY ELEMENTARY	010	$1,240.00
19002628	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; DRUMMING WORKSHOPS; ASES FUNDS; BOARD APPROVED 1/17/19	WASHINGTON ELEMENTARY	010	$1,240.00
19002629	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; ASES FUNDS; BOARD APPROVED 1/17/19	WASHINGTON ELEMENTARY	010	$1,080.00
19002630	MILLER, GREG	REIMBURSEMENT TO PRINCIPAL FOR SUPPLIES	MUIR MIDDLE SCHOOL	010	$36.07
19002631	STEINBERG, STEVEN	REIMBURSEMENT TO TEACHER FOR SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$150.00
19002632	BARSEGHIAN CHERKEZIAN, ARPY	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$223.90
19002633	EDUCATION WEEK	MAGAZINE SUBSCRIPTION	JOHN BURROUGHS HIGH SCHOOL	010	$79.00
19002634	APPLE COMPUTER ED SALES	TECHNOLOGY EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$4,894.65
19002635	LAKESHORE CURRICULUM MATERIAL	LIBRARY SUPPLIES; GIFT FUNDS	EMERSON ELEMENTARY	010	$197.96
19002636	AMAZON CAPITAL SERVICES	STORAGE FURNITURE; FILM LA FUNDS	JORDAN MIDDLE SCHOOL	010	$90.40
19002637	B & H PHOTO-VIDEO	PHOTOGRAPHY EQUIPMENT AND INSTRUCTIONAL MATERIALS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$7,528.89
19002638	IMAGE SOURCE	COPIER; PRE-NEGOTIATED PRICE AS PER CONTRACT	TECHNOLOGY SERVICES	250	$1,964.43
19002639	BELTRAN, HEATHER	CONSULTANT AGREEMENT; YOGA INSTRUCTION; GIFT FUNDS; BOARD APPROVED 11/15/18	JEFFERSON ELEMENTARY	010	$1,250.00
19002640	THE LIBRARY STORE, INC.	LIBRARY SUPPLIES; GIFT FUNDS	EMERSON ELEMENTARY	010	$280.45
19002641	SCHOLASTIC INC	MAGAZINE SUBSCRIPTIONS	LUTHER BURBANK MIDDLE SCHOOL	010	$812.41

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19002642	ACE PARTY RENTS	FURNITURE RENTAL; EIGHTH GRADE PROMOTION	LUTHER BURBANK MIDDLE SCHOOL	010	$3,000.00
19002643	SCHOLASTIC INC.	MAGAZINE SUBSCRIPTION	JOHN BURROUGHS HIGH SCHOOL	010	$417.56
19002644	COMPLETE BUSINESS SYSTEMS	2018-19 EQUIPMENT SERVICE CONTRACT; DUPLO DUPLICATOR	EMERSON ELEMENTARY	010	$325.00
19002645	SCANTRON CORPORATION	TESTING MATERIALS	LUTHER BURBANK MIDDLE SCHOOL	010	$154.07
19002646	LIBRARYSKILLS INC	LIBRARY SUPPLIES; GIFT FUNDS	EMERSON ELEMENTARY	010	$695.15
19002647	WESTONE LABORATORIES	HEARING AID; SELPA; ACCOUNTS RECEIVABLE FUNDS	SPECIAL EDUCATION	010	$91.00
19002648	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT; RADIOS; CTE FUNDS	VARIOUS SITES	010	$1,875.00
19002649	TURF STAR, INC.	NON-INSTRUCTIONAL EQUIPMENT REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$4,412.10
19002650	TROPHY KING & GIFTS	RECOGNITION PLAQUE; ARTS FOR ALL FUNDS	MUIR MIDDLE SCHOOL	010	$919.80
19002651	ANDERSON, LAURA	CONSULTANT AGREMENT; PEACEFUL PLAYGROUND; BOARD APPROVED 7/19/18	MILLER ELEMENTARY	010	$1,250.00
19002657	SCHOOL NURSE SUPPLY INC	NURSE SUPPLIES	MONTEREY HIGH SCHOOL	010	$133.99
19002658	FOUR WINDS	STUDENT TRANSPORTATION; RONALD REAGAN LIBRARY; ACCOUNTS RECEIVBLE	MUIR MIDDLE SCHOOL	010	$1,150.00
19002659	KR NIDA CORPORATION	2017-18 AND 2018-19 EQUIPMENT MAINTENANCE AGREEMENT; KENWOOD/KR NIDA REPEATERS	JOHN BURROUGHS HIGH SCHOOL	010	$9,500.00
19002660	COMPLETE BUSINESS SYSTEMS	DUPLO SUPPLIES	WASHINGTON ELEMENTARY	010	$312.14
19002661	SOUTHWEST SCHOOL & OFFICE SUPPLY	OFFICE SUPPLIES	JORDAN MIDDLE SCHOOL	010	$219.24
19002662	BAD WOLF PRESS	INSTRUCTIONAL MATERIALS; MUSIC; TITLE I FUNDS	EMERSON ELEMENTARY	010	$613.20
19002663	CRYSTAL SPRINGS BOOKS/SDE INC	BOOKS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$443.80
19002664	BOX CARS AND ONE-EYED JACKS, INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	EMERSON ELEMENTARY	010	$12,900.74
19002665	CROWN CITY BUSES, INC.	STUDENT TRANSPORTATION; JBHS; ATHLETICS; GENERAL	BURBANK HIGH SCHOOL	010	$425.00
19002666	PARKABIKE INC	EQUIPMENT; OUTSIDE STORAGE	JORDAN MIDDLE SCHOOL	010	$4,229.13
19002667	FUN EXPRESS LLC	STUDENT AWARDS	ROOSEVELT ELEMENTARY	010	$215.89
19002668	LAGUNA CLAY CO	CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$252.95
19002669	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; GRAY'S HARBOR HISTORICAL SEAPORT; GIFTS	WASHINGTON ELEMENTARY	010	$779.08
19002670	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; LOS ANGELES ZOO; GIFTS	WASHINGTON ELEMENTARY	010	$394.20
19002671	DICK BLICK CO	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$216

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19002672	COMPLETE BUSINESS SYSTEMS	DUPLO SUPPLIES	MUIR MIDDLE SCHOOL	010	$312.14
19002673	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	WASC SUPPLIES	BURBANK HIGH SCHOOL	010	$72.53
19002674	TOURCOACH CHARTER & TOURS TRANSPORTATION	STUDENT TRANSPORTATION; ECOS INSTITUTE (OSS); GIFTS	EMERSON ELEMENTARY	010	$3,909.76
19002675	UME FEDERAL CREDIT UNION	CLASSROOM FURNITURE; SITE RESTORATION FUNDS	STEVENSON ELEMENTARY	010	$63.44
19002676	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$209.12
19002677	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS; ARTS FOR ALL FUNDS	INSTRUCTIONAL SERVICES	010	$299.24
19002678	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES	PROVIDENCIA ELEMENTARY	010	$43.69
19002679	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; DANCE INSTRUCTION; ASES FUNDS; BOARD APPROVED 1/17/19	INSTRUCTIONAL SERVICES	010	$1,080.00
19002680	S.O.D.E. SCHOOL OF PERFORMING ARTS	CONSULTANT AGREEMENT; DRUMMING WORKSHOPS; ASES FUNDS; BOARD APPROVED 1/17/19	PROVIDENCIA ELEMENTARY	010	$1,240.00
19002681	AMAZON CAPITAL SERVICES	INSRUCTIONAL MATERIALS & BOOKS	EMERSON ELEMENTARY	010	$1,011.35
19002682	PRATHER, DAVID	CONSULTANT AGREEMENT; POETRY WORKSHOP; FILM LA FUNDS: BOARD APPROVED 1/17/19	INSTRUCTIONAL SERVICES	010	$800.00
19002683	SCANTRON CORPORATION	TESTING MATERIALS	JORDAN MIDDLE SCHOOL	010	$461.77
19002684	LITERACY EMPOWERMENT FNDTN.	BOOKS; MAA FUNDS	WASHINGTON ELEMENTARY	010	$440.00
19002685	CALIFORNIA SCIENCE CENTER & IMAX THEATER	FIELD TRIP ADMISSION; 4TH GRADE; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$630.00
19002686	DOMINGUEZ, NICOLE	CONSULTANT AGREEMENT; THEATRE ARTS WORKSHOPS; LCAP-EIA/LEP FUNDS; BOARD APPROVED 1/17/19	MILLER ELEMENTARY	010	$4,100.00
19002687	DR ANDRE VAN ROOYEN	CONSULTANT AGREEMENT; CONSULTATIVE SERVICES; SPECIAL EDUCATION; BOARD APPROVED 1/17/19	SPECIAL EDUCATION	010	$2,500.00
19002688	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS	JOHN BURROUGHS HIGH SCHOOL	010	$113.81
19002689	CANION CREATIONS, LLC	BOOKS	MUIR MIDDLE SCHOOL	010	$234.00
19002690	PEARSON ASSESSMENT	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	$1,928.77
19002691	SCHOLASTIC MAGAZINES SCHOLASTIC INC	MAGAZINE SUBSCRIPTION; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$504.90
19002692	RAYMOND GEDDES & CO	STUDENT AWARDS; GIFT FUNDS	MILLER ELEMENTARY	010	$117.08
19002693	UME FEDERAL CREDIT UNION	CUSTOM BOOKMARKS; GIFT FUNDS	MILLER ELEMENTARY	010	$88.60
19002694	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JORDAN MIDDLE SCHOOL	010	$58.41
19002695	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	BUSINESS OFFICE	010	$217

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19002696	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLY	EMERSON ELEMENTARY	010	$12.26
19002697	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	HORACE MANN CHILDREN´S CENTER	120	$791.52
19002698	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT; ARTS FOR ALL FUNDS	MUIR MIDDLE SCHOOL	010	$98.54
19002699	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; KEYBOARDS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$2,683.85
19002700	AMAZON CAPITAL SERVICES	HEALTH EQUIPMENT AND SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$31.73
19002701	UME FEDERAL CREDIT UNION	TECHNOLOGY SUPPLIES	TECHNOLOGY SERVICES	010	$222.50

PO Count: **161** **Total:** **$766,360.06**

Printed between 01/22/2019 & 02/04/2019

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	146	$573,076.55
110	Adult Education Fund	1	$613.20
120	Child Development Fund	6	$7,336.48
130	Cafeteria Fund	2	$9,746.81
140	Deferred Maintenance Fund	2	$24,000.00
213	Building Fund - 3rd Issuance	2	$139,187.15
250	Capital Facilities Fund	4	$12,399.87
		Total:	**$766,360.06**

3/7/2019

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	
6033392	6033407		25049086	25049113	
6036264	6036270		25051872	25051884	
6036680	6036728		25054071	25054080	
6038905	6038909		25057126	25057163	
6042536	6042594		25059572	25059583	
6045593	6045599		25063135	25063189	
6046682	6046692		434282	434389	
6054396	6054425		25065604	25065633	
6047057	6047227		434533	434533	
6050697	6050700		25075807	25075835	
6055537	6055679		25078146	25078170	
1966609	1967290		435080	435080	
1990541	1990666		25080781	25080819	
2019097	2019416		435286	435286	
2035932	2036601				
2053805	2053812				
2062614	2062718				

1/25/19 - 2/8/19 **$ 9,632,058.81** **1/25/19 - 2/7/19** **$ 3,005,448.46**

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:	March 7, 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.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
RATIFICATION/APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES
Board Meeting Date: March 7, 2019

Site	Name	Purpose	Dates	Cost	Appropriation Number & Program Name
Roosevelt	Bob Redman dba Rockets & Robots	Rockets and Robots will present "Air and Space Expo" to the students at Roosevelt. They will provide 3 – 45 minute assemblies. With the use of models and student-involved demonstrations, students will have a front row seat to space exploration and robotics.	2/26/19	Not to exceed $995	010-90201.0-11100-10000-5810-2148200 (Roosevelt Gift Account)
Providencia	Striking Viking Story Pirates, LLC	Story Pirates will provide two assemblies for the students at Providencia. The students will learn how to be more expressive with their words as they write a non-fiction story. The students story will be turned into a musical sketch, and performed by the cast of Story Pirates.	11/20/18	Not to exceed $1650	010-90201.0-11100-10000-5810-2138200 (Providencia Gift Account)
Muir	Top Youth Speakers	Top Youth Speakers will provide an assembly to students at Muir on "My Life Online". This presentation will provide the students with guidance, and mentorship on the use of the internet and empower them with a clear set of values, principals, and social skills to guide their lives online.	3/29/19	Not to exceed $2,500	010-90904.0-11100-10000-5850-3228100 (Muir ASB Funds)
Jefferson	History Brought to Life	Joe Greene founded History Brought to Life over 17 years ago. Mr. Greene is an expert on US History. At Jefferson, all 4th grade students will be provided with an assembly designed to give students an in-depth understanding of specific events and people who are responsible for shaping California's history. This two-part presentation will focus on California Missions and the Gold Rush of 1849	3/5/19 through 3/15/19	Not to exceed $775	010-90201.0-11100-10000-5810-2068000 (Jefferson Gift Account)
Jordan	Enrichment Works	Enrichment Works provides performances and assemblies that bring to life the curriculum for students in a fun and challenging way. The 6th graders at Jordan will experience the re-enact the Voyage of Odysseus during their Greek Day event.	3/8/19	Not to exceed $400	010-90201.0-11100-10000-5850-3218200 (Jordan Gift Account)

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 14th of February 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Bob Redman – dba Rockets & Robots hereinafter referred to as "Consultant."

Payee's Name Bob Redman Daytime Phone Number Email Address Bob@BobRedman.com

Mailing Address: [redacted]

Sponsoring Administrator: Matthew Osmond, Principal – Roosevelt Elementary

Board Approval: March 7, 2019

Account Code: 010-90201-0-11100-10000-5810-2148200

The assignment ☐ will or ☐ will not require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance. Retired Employee: Please check if you belong to** __calPERS __cal STRS **Retirement Date** _____

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 995 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 995.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 2-26-19 and terminating on 2-26-19.
3. Payment Terms: Upon Receipt
4. Consultant will provide the following services:
   Three 45 minute assemblies with the use of models and student demonstrations. Students have a front row seat to space exploration & robotics.
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Thomas A. Kissinger 3-8-19 [redacted]

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

Bob Redman

Bio:

Bob Redman's interest in aerospace was sparked by his father's 30 year career at NASA's Armstrong Flight Research Center located at Edwards Air Force Base in California. While working as a tour guide at the Smithsonian Institution in Washington D.C, Bob began to see the educational possibilities of teaching young people about the history of space and science. As co-emcee for the Aerospace Walk of Honor ceremony in Lancaster, California he met such notable aerospace figures as Neil Armstrong and Chuck Yeager.

In addition, Bob created the "Air & Space Expo", a non-profit event bringing aerospace entities such as NASA, Jet Propulsion Laboratory, the United States Air Force, Boeing and Northrop-Grumman together to participate side-by-side with area schools and students. Captain Bob's Rockets and Robots is a distillation of all of these efforts and experiences. Presented to over 250,000 students, these STEM assemblies are presented with the goal of instilling the fun of science into tomorrow's pioneers ... our children.

Services provided:

Aerospace education specialist, Bob Redman, brings the high-tech world of space exploration down to earth. These STEM presentations use models and student-involved demonstrations to excite and inspire children to study science and math.

These are nationwide programs designed to promote science, technology, engineering, art and mathematics — in an interdisciplinary and applied approach, integrating them into a cohesive learning paradigm based on real-world applications.

With his use of models and student-involved demonstrations, Captain Bob gives children a front row seat to space exploration and robotics. Even the youngest students are fully engaged, making these far-off explorations real and interesting.

Invoice: Roosevelt Elementary School
Rockets and Robots

Attention: Kat Olson
School: Roosevelt Elementary
Show Date: 02/26/19
Show Times: TBD

Description:	Quantity	Cost
Rockets and Robots Assembly	3	$995
Total		$995

Payment due by February 26, 2019

Please make check payable to:

Bob Redman

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 28 of Jan by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Striking Viking Story Pirates LLC hereinafter referred to as "Consultant."

Payee's Name Striking Viking Story Pirates, LLC Daytime Phone Number 714-410-8230 Email Address petermoses2

Mailing Address:

Sponsoring Administrator: Jen Culbertson

Board Approval: March 7, 2019

Account Code: 010-902010-11100-10000-5810-2138200

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 $ 1650 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 1,650 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement, shall be the period commencing on: 11-20-18 and terminating on 11-20-18.
3. Payment Terms: one time at end of service.
4. Consultant will provide the following services:

   2 assemblies for our Students

5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Thomas A Kissinger

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

Learn more at: **STORYPIRATES.ORG**



WRITING PROGRAMS

Whether teaching basic story structure, genre studies, or non-fiction essay writing, we engage multiple learning modalities through inclusive programs that align with each school's curriculum, as well as state learning standards. The Story Pirates are proud to serve students of all needs.

Idea Storm

The Story Pirates visit your school twice, first with an assembly inspiring students to write their own stories, then returning several weeks later to perform their work in a New Story Show.

Play/Write

An in-depth residency that combines a series of writing workshops in the classroom with all-school assemblies. As experienced instructors teach a variety of writing skills, students write their own original, detailed stories and watch several of them come to life on stage.

ASSEMBLIES

"It's the best assembly I've seen in 22 years of teaching."
— *Jenny Howe, The School at Columbia University*

Our assemblies feature stories written by students, performed by some of the best comedians and musicians in New York City and Los Angeles. When the curtain rises, cats can fly, tickle monsters are robots, and hot dogs save the world.

Greatest Hits Show

A sketch comedy musical based on stories written by kids from around the country, plus a story that's entirely improvised according to suggestions from kids in the audience!

New Story Show

This show includes brand new stories written by young authors in the audience! We collect their stories in advance and transform them into fully-produced sketch comedy and musical theater.

PROFESSIONAL DEVELOPMENT

To deepen our impact, we provide professional development for school staff, showing them how to increase engagement and bring vitality to their lesson plans.

"With the Story Pirates, students begin to write because they want to, not just because they have to do so."
— *Dennis Hagen-Smith, 5th grade Teacher, Toluca Lake Elementary*

RESOURCES



Books

The Story Pirates are proud to present Stuck in the Stone Age, a madcap time-traveling tale that doubles as an engrossing creative writing guide for students!

★ "Jam-packed with both jokes and writing advice... this two-for-one tale is as smart as it is entertaining."
— *Publisher's Weekly*

★ "The instructional lessons on character creation, story setting, plot twists, climax building, and story endings are pitched to pique interest and get the creative juices flowing." — *Kirkus Reviews*



Podcast

Many teachers use our free podcast in the classroom! Featuring stories by kids from around the country, plus interviews with child authors about their writing process, it's a great tool to motivate young learners.

Striking Viking Story Pirates, LLC
250 West 40th Street
c/o Drama Bookshop
New York NY 10018
Phone: 1-347-878-6798



Providencia Elementary
George Ricciardella
1919 N Ontario St
Burbank CA 91505

Invoice #:	0002265
Date:	November 20, 2018
Balance Due (USD):	$1,650.00

Item	Description	Unit Cost ($)	Quantity	Price ($)
Greatest Hits	A musical Sketch comedy show based entirely on stories written by kids from across the country and performed by improv comedians and a pianist.	1,650.00	1	1,650.00

NOTES: Thanks so much for having us at your school! Can't wait to rock out for some kids next month! - Peter, Program Producer

Subtotal:	**1,650.00**
Total:	**1,650.00**
Amount Paid:	0.00
Balance Due (USD):	**$1,650.00**

EIN: 26-3140290
Please make checks payable to: Striking Viking Story Pirates, LLC

Balance is due following the completion of the program on 11/20/18.

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 14th of Feb by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Top Youth Speakers hereinafter referred to as "Consultant."

Payee's Name: Top Youth Speakers Daytime Phone Number

Mailing Address:

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent

Board Approval: March 7, 2019

Account Code: 01.0-90904.0-11100-10000-5850-32281000

The assignment **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 $2,500
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: 3/29/19 and terminating on 3/29/19
4. Payment Terms: full payment upon completion of assemblies
5. Consultant will provide the following services:

   2 60 minute assemblies on 3/29 about social media, entitled "My Life Online"

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 A. Kissinger 3-7-19
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 signed forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10



Teaching Kids to be Safe, Smart and Kind Online

Kids today are the first generation to grow up with text messaging in their pocket, and social media at their fingertips.

"8 to 18 year olds spend an average of 7.5 hours in front of a screen each day."
—The Henry J. Kaiser Family Foundation

"Some 13 year olds admit to checking social media 100 times per day."
—CNN

We believe students need a guide to greet them at the front door of the internet and empower them with a clear set of values, principles, and social skills to guide their lives online. Our workshop provides mentorship and guidance for students to thrive in today's digital world.

For more information visit: TopYouthSpeakers.com

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 15th day of February by and between the **Burbank Unified School District**, hereinafter referred to as "District", and hereinafter referred to as "Consultant."

History Brought to Life

Payee's Name (Person or Company) Social Security or Federal I.D. # Daytime Phone Number

Mailing Address:

Sponsoring Administrator: Sandra De Bams, Principal
Print Name Title

Board Approval Date: March 7, 2019 Account Code: 010-90201.0-11100-10000-5810-2068000

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 $ 175.00 per day ☐ / per day x / per session ☐ for a total not to exceed $ 775.00
2. The term of the Agreement shall be the period commencing on 3/15/19 and terminating on. 3/15/19
3. Consultant will provide the following services:

   4th grade assembly on California history focusing on the Gold Rush and Missions

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 A. Kissinger 3-7-19
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 signed forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10



With a passion for history, Joel Greene – founder of History Brought To Life – began exploring ways to make history fun for students to learn. "I learned the most from the teachers who had a passion for what they were teaching. They made a lasting impression on me and I wanted to find a way to pay that forward," Greene explains. Through research and exploration, Greene became an expert of United States history and honed his presentation skills in order to create an energetic and unforgettable learning experience.

In 1997, he created 4th and 5th grade assemblies highlighting the defining moments of our history and currently performs over 150 presentations every year at elementary schools throughout Southern California. Now, 17 years later, the History Brought To Life programs have become a mainstay of the curriculum for over 200,000 students, to date.

In 2001, Greene founder and host of Curiosity Quest and Curiosity Quest Goes Green (award-winning national PBS television program) created these series' as a way of bringing families together through quality entertainment. Curiosity Quest began as a local cable access show and in the following four years, proudly began airing on KVCR TV, Channel 24-PBS. Curiosity Quest and Curiosity Quest Goes Green now air on over 120 stations nationwide and reach millions of viewers.



History Brought To Life provides educational assembly programs and historical reenactments for the classroom, from the 4th and 5th grade curriculum, through historical interactive presentations.

The History Brought To Life programs have been performed for thousands of 4th and 5th grade students throughout California for the past 17 years.

Your program presenter uses costumes, maps, props and an abundance of student interaction to help assist in the reenactment of events and characters that are presented in the California Brought To Life (4th Grade) and America Brought To Life (5th Grade) experiences. Each program is curriculum based derived directly from the statewide textbook.

Due to the success of the History Brought to Life program Joel created and host the nationally syndicated PBS series Curiosity Quest and Curiosity Quest Goes Green. Now, 17 years in the making, History Brought to Life and Curiosity Quest have both become a mainstay within the curriculum of many schools.

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 21st of February by and between the **Burbank Unified School District,** hereinafter referred to as "District", and ___Enrichment Works_____ hereinafter referred to as "Consultant."

Payee's Name: Enrichment Works Daytime Phone Number: Email Address:

Mailing Address:

Sponsoring Administrator: Jennifer Meglemre

Board Approval: March 7, 2019

Account Code: 010-90201-0-11100-10000-5850-321-8200

The assignment ☐ **will or X will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance. 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 $ _400__per hour☐/ per day X/ per session☐ for a total not to exceed $ __400_____ **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: _March 8, 2019__ and terminating on _____March 8, 2019___.
3. Payment Terms: _____
4. Consultant will provide the following services:

   Performer for the 6th grade Greek Day

5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Thomas A. Kissinger 3-8-19

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



VOYAGE OF ODYSSEUS

Greek King Odysseus (Joshua Feinman) bids farewell to his wife Penelope and his son Telemachus and invites students in the audience to take a journey with him into the world of myth.

First stop: Troy, where, after a long siege, the Greek soldiers hide inside a statue of a giant horse, presented to the city as a ruse to penetrate its defenses, and win the Trojan War. On the return voyage, Odysseus stops on an island where he is captured by the cave-dwelling monster Polyphemos. He blinds the giant cyclops in order to escape and resumes his voyage home. Next, our hero encounters Circe who turn his sailors into pigs then back into men again after she falls in love with him. Odysseus sails past the sirens and resists their dangerous song, after which he battles the whirlpool, Charybdis and Poseidon, God of the Sea.

Finally, after 20 years at sea, he returns to his family. Penelope is surrounded by suitors who want to marry her, but she remains faithful to her husband despite his long absence. Odysseus, disguised as a stranger, scares the suitors away, then reveals himself and reclaims his family.

Written and performed by Josh Feinman. Directed by Abraham Tetenbaum.

ADDITIONAL INFO

- **Grades:** K- 8
- **Cost:** $400
- **Corresponding Class:** CLICK HERE

Download attachments:
Classroom Connection Guide

MEDIA

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:	March 7, 2019
SUBJECT:	Authorization to Issue Replacement Checks for Stale-Dated Warrants

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Background:
Warrants not presented to the county treasurer within six (6) months after issued are void. Government Code (GC) Section 29802 provides authority for governing boards to request the county auditor to issue replacement checks for stale-dated warrants.

Discussion/Issues:
An employee found a warrant over 13 years old in their files which must have Board of Education approval for reissuance:

Employee Christine Rose Harkins, Payroll Warrant #6461842 dated 05/29/2005 in the amount of $3,055.12.

Fiscal Impact:
General Funds - $3,055.12

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the reissuance and replace the warrant in the amount of $3,055.12, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tom Kissinger, Assistant Superintendent, Educational Services
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	March 7, 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 Psychological-Educational Independent Evaluation (IEE) for the Special Education Student 16000388, 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 $7,000.

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 Carren J. Stika, Ph.D., to provide a Psychological-Educational Independent Evaluation (IEE) and attend an IEP meeting for Special Education Student 16000388, not to exceed $7,000 (01.0-65000.0-57700-11900-5850-7440000), effective March 8, 2019 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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 8th day of March, 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Carren J. Stika, Ph.D. hereinafter referred to as "Consultant."

Payee's Name Carren J. Stika, Ph.D. Daytime Phone Number [redacted] Email Address [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill (Print Name) Superintendent (Title) _____ (Signature) Special Education (Location)

Board Approval: 03/07/2019

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 $7,000 **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:

   Dr. Stika will provide an independent psycho-educational evaluation (IEE) for Student 160003888. This includes evaluation, written report, travel expenses and attendance at 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

Carren J Stika, PhD 2/21/2019

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:	Tom Kissinger, Assistant Superintendent, Educational Services
PREPARED BY:	Tamara Schiern, Director of Special Education
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	March 7, 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 Psychological-Educational Independent Evaluation (IEE) for the Special Education Student 960025867, 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 Psychological-Educational Independent Evaluation (IEE) and attend an IEP meeting for Special Education Student 960025867, not to exceed $5,500 (01.0-65000.0-57700-11900-5850-7440000), effective March 8, 2019 through May 23, 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 8th day of March 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: March 7, 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:03/08/2019 and terminating on 05/23/2019.
3. Payment Terms: 45 Days
4. Consultant will provide the following services:

   Consultant will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960025867. 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 2-21-19 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:	March 7, 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 Educational Evaluation (IEE) in the area of Speech and Language for the Special Education Student 16000388, 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.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve 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 16000388, not to exceed $3,000 (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.

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 8th day of March 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

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 **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.

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 2/25/19 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:	March 7, 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 Educational Evaluation (IEE) in the area of Speech and Language for the Special 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 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 $2,200.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an Independent Speech and Language Evaluation (IEE) agreement between the Burbank Unified School District and Susan G. Holland, Ph.D., to provide an Independent Speech and Language Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013446, not to exceed $2,200 (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.

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 8th day of March 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Susan G. Holland, Ph.D. hereinafter referred to as "Consultant."

Payee's Name Susan G. Holland, Ph.D. Daytime Phone Number [redacted] Email Address [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: March 7, 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 $ 2,200 **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:

   Independent speech and language assessment for Student 960013446. Includes a written report and the availability to be present on a phone conference with the IEP team.

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 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, 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
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:	March 7, 2019
SUBJECT:	Approval of Release of Teachers on Temporary Contract

Background:
Pursuant to California Education Code Section 44954, the Board of Education may release temporary teachers serving on a temporary contract prior to serving 75 percent of the number of days the regular schools of the District are maintained, or after serving during one school year if the employee is notified before the end of the school year of the District's decision not to reelect the employee for the next succeeding school year.

Discussion/Issues:
Teachers on temporary contract have been teaching in place of teachers on leave of absence from their regular assignment. Those teachers on leave of absence have the right to return to their positions. Teachers who are on temporary contract are to be released from service having completed their contractual assignment. Should teachers hired on a temporary contract during this school year be needed for the next school year, they may be considered for rehire and afforded their rights under California Education Code Section 44954 for the time served this year, if applicable.

Fiscal Impact:
The District would incur a cost of potentially being overstaffed should the teachers on temporary contract not be released.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the release of all teachers on temporary contract prior to the end of the 2018-2019 school year, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Jenny Jones, Administrative Secretary II
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	March 7, 2019
SUBJECT:	Acceptance of Notice of Completion, Scorpio Enterprises, dba Airemasters Air Conditioning, Bid 1718-057, Makerspace Conversion, Jordan Middle School, John Burroughs High School and Burbank High School (Career Technical Education Incentive Grant and Growth 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:

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 March 29, 2018, the Board of Education awarded a contract to Scorpio Enterprises, dba Airemasters Air Conditioning, Bid 1718-057, Makerspace Conversion, Jordan Middle School, John Burroughs High School and Burbank High School.

This work is complete and has been accepted by the District.

Fiscal Impact:

$831,181.31 (Growth Fund and Career Technical Education Incentive Grant)

Jordan Middle School	PO #19002097
John Burroughs High School	PO #19002098
Burbank High School	PO #19002099

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education accept a notice of completion, Scorpio Enterprises, dba Airemasters Air Conditioning, Bid 1718-057, Makerspace Conversion, Jordan Middle School, John Burroughs High School and Burbank High School, not to exceed $831,181.31: $181,182.00 (25.0-00000.0-00000-85000-6230-4310000) Growth Fund, $649,999.31 (01.0-63870.0-38000-85000-6230-7429000) Career Technical Education Incentive Grant), as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instruction
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instruction
SUBMITTED BY:	Jenny Jones, Administrative Secretary
DATE:	March 29, 2018
SUBJECT:	Approval of Award of Contract, Scorpio Enterprises, dba Airemasters Air Conditioning, Bid 1718-057, Maker Spaces Conversions, Jordan Middle School, Burbank High School and John Burroughs High School (Career Technical Education Incentive Grant Fund)

Background:

As a result of Assembly Bill 104, the California Career Technical Education Incentive Grant (CTEIG) was established. The goal of the grant is to prepare students for the transition to employment and postsecondary education. To that end, the grant enables a school district the flexibility to both maintain its current Career Technical Education (CTE) course offerings and to develop new innovative programs.

As part of the plan, the Burbank Unified School District (BUSD) intends to develop three Career Technical Education spaces with capital improvements. The three sites are Jordan Middle School, Burbank High School and John Burroughs High School. The plan is to create maker space environments at those sites.

The bulk of the funds will be used to install heating and air conditioning units in the spaces to make them more functional as classrooms for students. At Burbank High School, the work will be done in the former auto shop area and serve the Engineering, Stage Craft Technology and Medical academies. At Jordan Middle School and John Burroughs High School, the spaces will serve the Engineering programs.

District-Wide Goals for 2017-2018:

5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes/programs.
7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

Discussion/Issues:

The Notice inviting bids for, Bid 1718-057, Maker Space Conversions at Jordan Middle School, Burbank High School and John Burroughs High School was advertised in the Burbank Independent on January 11 and 16, 2018.

A mandatory job conference walk was held on January 19, 2018, 9:00 am at Jordan Middle School, 10:00 am at John Burroughs High School and 11:00 am at Burbank High School.

The Purchasing Department received one bid by opening deadline of 3:00 pm February 6, 2018.

The qualified Bidder is:

Scorpio Enterprises, dba Airemasters Air Conditioning

Fiscal Impact:

The bid amount from Airemasters Air Conditioning is $910,480.00, which will be paid out of Career Technical Education Incentive Grant funds.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instruction, recommends the Board of Education approve an award of contract between Burbank Unified School District and Scorpio Enterprises, dba Airemasters Air Conditioning, Bid 1718-057, Maker Spaces Conversions at Jordan Middle School, Burbank High School and John Burroughs High School, effective March 30, 2018 through March 30, 2019, not to exceed $910,480.00 out of CTEIG funds (01.0-63870.0-38000-10000-6230-7429000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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:	March 7, 2019
SUBJECT:	Approval Award of Contract, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Bogen Emergency Paging System, Thomas Edison Elementary School (Bond Fund)

Background:

The District has pursued 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.

On May 19, 2016, the Board of Education approved an award of Future Contracts, Bid # 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock & Signal Service.

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.

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 services 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.

Fiscal Impact:

$96,935.36 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract between Burbank Unified School District and Intercom Clock and Signal Service, for installation of a Bogen Emergency Paging System, Thomas Edison Elementary School, Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contracts, effective February 8, 2019 through February 8, 2020, not to exceed $96,935.36 (21.3-00000-0-91010-85000-6230-202-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Bond - Master Clock

BURBANK UNIFIED SCHOOL DISTRICT
Low Voltage Unit Price Bid Sheet

RECEIVED
FACILITIES SERVICES
2019 JAN 15 AM 10:20
BURBANK UNIFIED SCHOOL DISTRICT

Name of Contractor Submitting Bid: _____

Project: **Edison Elementary Intercom and Emergency Paging System**

Date: 11-27-18

Item No.	Description	Qty	Bid Price		Extended
	Group A. EMT Conduit and Accessories				
101	3/4"	100	$ 0.54	plf	$ $54.00
102	3/4" additional bends/sweeps	19	$ 1.98	each	$ $37.62
103	3/4" l.b. fitting		$ 7.78	each	$ $0.00
104	1"	150	$ 0.95	plf	$ $142.50
105	1" additional bends/sweeps	15	$ 312.00	each	$ $4,680.00
106	1" l.b. fitting		$ 9.80	each	$ $0.00
107	1 1/2"		$ 1.88	plf	$ $0.00
108	1 1/2" additional bends/sweeps		$ 4.91	each	$ $0.00
109	1 1/2" l.b. fitting		$ 18.88	each	$ $0.00
110	2"	120	$ 2.22	plf	$ $266.40
111	2" additional bends/sweeps	12	$ 6.66	each	$ $79.92
112	2" l.b. fitting		$ 31.36	each	$ $0.00
113	3/4"		$ 0.54	plf	$ $0.00
114	3/4" additional bends/sweeps		$ 1.98	each	$ $0.00
115	3/4" l.b. fitting		$ 7.78	each	$ $0.00
116	3/4" Meyers hub		$ 4.76	each	$ $0.00
117	3/4" compression fitting		$ 0.84	each	$ $0.00
118	1"		$ 0.95	plf	$ $0.00
119	1" additional bends/sweeps		$ 3.12	each	$ $0.00
120	1" l.b. fitting		$ 9.80	each	$ $0.00
121	1" Meyers hub		$ 5.88	each	$ $0.00
122	1" Compression fitting		$ 1.12	each	$ $0.00
123	1 1/2"		$ 1.88	plf	$ $0.00
124	1 1/2"" additional bends/sweeps		$ 4.91	each	$ $0.00
125	1 1/2"" l.b. fitting		$ 18.88	each	$ $0.00
126	1 1/2"" Meyers hub		$ 8.51	each	$ $0.00
127	1 1/2"" Compression fitting		$ 2.02	each	$ $0.00
128	2"		$ 2.21	plf	$ $0.00
129	2" additional bends/sweeps		$ 6.66	each	$ $0.00
130	2" l.b. fitting		$ 31.36	each	$ $0.00
131	2" Meyers hub		$ 11.59	each	$ $0.00
132	2" Compression fitting		$ 2.91	each	$ $0.00
133	1"		$ 0.95	plf	$ $0.00
134	1" additional bends/sweeps		$ 3.12	each	$ $0.00
135	1 1/2"		$ 1.88	plf	$ $0.00
136	1 1/2"" additional bends/sweeps		$ 4.91	each	$ $0.00
137	2"		$ 2.22	plf	$ $0.00
138	2" additional bends/sweeps		$ 6.66	each	$ $0.00
139	Penetration to vault/slab		$ 448.00	each	$ $0.00

Group B: Trenching

140	12"x 24" trench. Grass/ Dirt Location		$	53.20	plf	$ $0.00
141	12"x 24" trench. Concrete Location		$	72.24	plf	$ $0.00
142	12"x 24" trench. Asphalt Location		$	66.08	plf	$ $0.00

Group C: Underground Concrete Pull Boxes:

143	12" x 18" c 36" w/concrete cover		$	672.00	plf	$ $0.00
144	24" x 36" x36" w/concrete cover		$	1,008.00	plf	$ $0.00
145	24" x 36" x 36" w/traffic rate cover		$	1,680.00	plf	$ $0.00

Group D: Above Ground Steel Pullboxes Rated NEMA 3R:

146	8 x 8 x 6		$	21.28	each	$ $0.00
147	12 x 12 x 6		$	30.24	each	$ $0.00
148	18 x 18 x 8		$	114.24	each	$ $0.00
149	24 x 24 x 8		$	140.00	each	$ $0.00
150	30 x 30 x 10		$	403.20	each	$ $0.00
151	36 x 36 x 12		$	492.80	each	$ $0.00

Group E: Metallic Raceway (Wiremold)

152	Raceway V700	80	$	1.93	plf	$ $154.40
153	90° flat elbow for V700	4	$	2.62	each	$ $10.48
154	V717 90° internal elbow for V700	2	$	3.56	each	$ $7.12
155	V5748 Single Gang Box for V700		$	10.74	each	$ $0.00
156	V5748-2 Single Gang Box for V700		$	19.38	each	$ $0.00
157	V5738A Outlet Box for V700		$	15.96	each	$ $0.00
158	V5785 Box Connector for V700		$	5.32	each	$ $0.00
159	V5715 Tee Fitting for V700		$	6.55	each	$ $0.00
160	V718 Outside 90 for V700		$	3.14	each	$ $0.00
161	V2000 Base and Cover		$	35.84	each	$ $0.00
162	V2011 Flat 90 for V2000		$	7.52	each	$ $0.00
163	V2015 Tee for V2000		$	19.66	plf	$ $0.00
164	V2018 External 90 for V2000		$	5.94	each	$ $0.00
165	V2010AC Entrance End Fitting for V2000		$	21.28	each	$ $0.00
166	V2048 Single Gang Box for V2000		$	23.52	each	$ $0.00
167	V2048-2 Double Gang Box for V2000		$	30.24	each	$ $0.00

Group F: Terminal Cabinets

168	Interior Surface Mount 18 x 18 x 6		$	48.16	each	$ $0.00
169	Interior Surface Mount 18 x 24 x 6		$	96.32	each	$ $0.00
170	Interior Surface Mount 24 x 24 x 6		$	154.56	each	$ $0.00
171	Exterior Surface Mount 18 x 18 x 6		$	114.24	each	$ $0.00
172	Exterior Surface Mount 18 x 24 x 6		$	140.00	each	$ $0.00
173	Exterior Surface Mount 24 x 24 x 6		$	492.80	each	$ $0.00

Group G: Installed Assembly; Seismic Expansion Joint (whip) Connection

174	1"		$ 212.80	each	$	$0.00
175	1 1/2"		$ 224.00	each	$	$0.00
176	2"		$ 252.00	each	$	$0.00

Group H: Installed Assembly; Roof Penetrations

177	1"		$ 123.20	each	$	$0.00
178	1 1/2"		$ 140.00	each	$	$0.00
179	2"		$ 156.80	each	$	$0.00

Group I: Fire Alarm Improvements

180	Wire (1) Westpenn D990		$ 0.24	plf	$	$0.00
181	Wire (2) Westpenn D990		$ 0.50	plf	$	$0.00
182	Wire (1) Westpenn D990 and (2) #12 Stranded		$ 0.64	plf	$	$0.00
183	Wire (1) Westpenn D990 and (4) #12		$ 0.99	plf	$	$0.00
184	Wire (2) Westpenn D990 and (4) #12		$ 1.24	plf	$	$0.00
185	Wire (2) Westpenn D990 and (8) #12		$ 1.99	plf	$	$0.00
186	Wire (2) #12		$ 0.38	plf	$	$0.00
187	Wire (4) #12		$ 0.74	plf	$	$0.00
188	Wire (1) Westpenn 991		$ 0.21	plf	$	$0.00
189	Material Up Charge to Add 991 to line items 180-185		$ 0.21	plf	$	$0.00
190	Material Up Charge for WP AQ-225 in items 180-185		$ 0.23	plf	$	$0.00
191	System Sensor SPR- Speaker		$ 24.67	each	$	$0.00
192	System Sensor SPRK Speaker WP		$ 55.42	each	$	$0.00
193	System Sensor SPSR Wall Speaker Strobe		$ 64.54	each	$	$0.00
194	System Sensor SR- Strobe Only		$ 36.83	each	$	$0.00
195	Silent Knight IDP-PULL-DA Manual Pull Station		$ 68.93	each	$	$0.00
196	IDP-HEAT- Heat Detector with Base		$ 49.33	each	$	$0.00
197	IDP-PHOTO Smoke Detector with Base		$ 61.50	each	$	$0.00
198	IDP-HEAT-HT High Temp Heat Detector w base		$ 49.33	each	$	$0.00
199	System Sensor 5602/IDP MiniMon Heat Detector with Monitor Module		$ 50.35	each	$	$0.00
200	System Sensor DNR with IDP-PHOTO		$ 131.78	each	$	$0.00
201	Silent Knight RPS-1000 with (2) 7 amp/hr battery		$ 579.84	each	$	$0.00
202	Silent Knight 5815XL Loop Board		$ 309.52	each	$	$0.00
203	Silent Knight IFP-2000ECS		$ 3,074.89	each	$	$0.00
204	Silent Knight RA-2000		$ 417.65	each	$	$0.00
205	Silent Knight RPS-2000		$ 1,270.50	each	$	$0.00
206	IDP-Mini Mon Monitor Module		$ 37.85	each	$	$0.00
207	IDP-Relay Control Module		$ 56.77	each	$	$0.00
208	IDP-P-Duct Rduct Housing & Smoke Detector		$ 188.54	each	$	$0.00
209	Silent Knight- ECS-RCU-2000 Remote Voice		$ 1,196.16	each	$	$0.00
210	Silent Knight- ECS-RPU Remote Mic		$ 856.92	each	$	$0.00
211	Silent Knight- ECS-125		$ 1,486.76	each	$	$0.00
212	Silent Knight-CE-4- 4 circuit expander		$ 190.31	each	$	$0.00
213	Silent Knight- ECS-50		$ 758.25	each	$	$0.00
214	Silent Knight- RBB with (2) 40 Amp/Hr Battery		$ 307.15	each	$	$0.00
215	Silent Knight AB-55 with (2) 55 Amp/Hr Battery		$ 432.51	each	$	$0.00
216	Silent Knight RPT-TP Network Repeater		$ 506.85	each	$	$0.00
217	Silent Knight- IPDACT-2UD Communicator		$ 489.28	each	$	$0.00

Group J: Data System Data Cabling J-Hook Support System:

218	J-Hook (small) mounted to existing structure directly		$ 3.06	each	$	$0.00
219	J-Hook (small) and independent support system	156	$ 12.43	each	$	$1,939.08
220	J-Hook (large) mounted to existing structure directly		$ 3.89	each	$	$0.00
221	J-Hook (large) and independent support system		$ 13.27	each	$	$0.00

Group K: Integrated Comm. System:

222	Install pull string in common pull w/cable	12000	$ 0.05	plf	$	$600.00
223	1 Westpenn 355 Cable: common pathway/pull		$ 0.17	plf	$	$0.00
224	Each Additional 355 cable in common pull		$ 0.17	plf	$	$0.00
225	Material upcharge for Westpenn 355AQC Cable		$ 0.03	plf	$	$0.00
226	1 Westpenn 436 Cable: common pathway/pull	1000	$ 1.63	plf	$	$1,630.00
227	Each Additional 436 cable in common pull		$ 1.63	plf	$	$0.00
228	1 25 pair gel-filled cable: common pathway/pull		$ 1.29	plf	$	$0.00
229	Each Additional 25 pair gel-filled cable in common pull		$ 1.29	plf	$	$0.00
230	1 Westpenn 298 Cable: common pathway/pull		$ 0.11	plf	$	$0.00
231	Each Additional 298 cable in common pull		$ 0.11	plf	$	$0.00
232	1 Westpenn 291 Cable: common pathway/pull		$ 0.06	plf	$	$0.00
233	Each Additional 291 cable in common pull		$ 0.06	plf	$	$0.00
234	Material upcharge for Westpenn 291AQC Cable		$ 0.07	plf	$	$0.00
235	1 Westpenn 290 Cable: common pathway/pull	29400	$ 0.10	plf	$	$2,940.00
236	Each Additional 290 cable in common pull		$ 0.10	plf	$	$0.00
237	Bogen MCWESS CR Handset w/AT219-4 (wall or desk)		$ 76.98	each	$	$0.00
238	Bogen MCDS3 Master/Admin Handset (desk)	1	$ 690.23	each	$	$690.23
239	Int. Ceiling Speaker Ass. EZ-95 with S8T725/Grill	30	$ 53.37	each	$	$1,601.10
240	Lowel PC712 ; MC701; Bogen S8T725		$ 182.36	each	$	$0.00
241	Interior wall Clock Speaker Combo					
242	Lowel CB8-4; JG8X Bogen S8T725 Interior Surface	5	$ 78.30	each	$	$391.50
243	Wall/Ceiling Speaker Assembly					
244	Lowel CB8-6; SQLK8L with Atlas APF15T- Exterior	7	$ 193.10	each	$	$1,351.70
245	Surface Wall/Ceiling Speaker Assembly					
246	Bogen WBS8T725 Speaker		$ 36.56	each	$	$0.00
247	Siemons S-89 and S-661 Block	50	$ 18.82	each	$	$941.00
248	Desktop AM-FM-CASS-CD Player		$ 310.00	each	$	$0.00
249	Complete Bogen Quantum 72 Port Headend	1	$ 13,597.00	each	$	$13,597.00
250	Bogen Quantum 24 Expansion		$ 1,776.00	each	$	$0.00
251	Communications System Backboard	5	$ 68.00	each	$	$340.00
252	Cisco FX-O Bogen Link	1	$ 0.00	each	$	$0.00
250	Bogen HTA-125 Amplifier	1	$ 780.16	each	$	$780.16
251	Bogen HTA-250 Amplifier		$ 1,256.26	each	$	$0.00
252	Bogen Quantum Card		$ 4,900.10	each	$	$0.00

Group L: Program Clock System Improvements:

253	pull string in common pull w/cable		$	0.05	plf	$ $0.00
254	1 ADL- 163S Cable: common pathway/pull		$	0.28	plf	$ $0.00
255	Each Additional 163Scable in common pull		$	0.28	plf	$ $0.00
256	4 #12 Gauge Stranded Common Pathway Pull		$	0.74	plf	$ $0.00
257	1 Westpenn 245 AQC Cable: common pathway/pull		$	0.67	plf	$ $0.00
258	Each Additional 245 AQC cable in common pull		$	0.67	plf	$ $0.00
259	Lathem PS-8-24 power supply and relays		$	212.04	each	$ $0.00
260	Lathem SS-12-RFA-B-24VAC clock		$	129.15	each	$ $0.00
261	Lathem SS-10-RFA-B-24VAC clock		$	162.53	each	$ $0.00
262	Lathem S-Ring		$	40.55	each	$ $0.00
263	Miscellaneous Control Relay Assembly	1	$	35.00	each	$ $35.00
264	Lathem SAM-5788		$	13.63	each	$ $0.00

Group M: General Security System Improvements

265	Install pull string in common pull w/cable		$	0.05	plf	$ $0.00
266	(1) Genesis 1104 Cable: common pathway/pull		$	0.10	plf	$ $0.00
267	Each Additional Genesis 1104 in common pull		$	0.10	plf	$ $0.00
268	1 Westpenn AQ-244 in common pathway pull		$	0.47	plf	$ $0.00
269	Each additional Westpenn AQ-244 in common pull		$	0.47	plf	$ $0.00
270	DMP XR550 Control Panel		$	517.94	each	$ $0.00
271	DMP 481 LX-BUS Zone Expansion		$	51.63	each	$ $0.00
272	DMP 460 Plain Interface Adapter Card		$	77.05	each	$ $0.00
273	DMP 321 Transformer		$	14.86	each	$ $0.00
274	DMP 7060 Keypad		$	107.73	each	$ $0.00
275	DMP 7063 Keypad		$	146.92	each	$ $0.00
276	DMP 714 Loop Zone Expander		$	45.55	each	$ $0.00
277	DMP P16000 Motion Detector		$	56.09	each	$ $0.00
278	DMP FMCWE Auxiliary Power		$	24.21	each	$ $0.00
279	Sentrol 1076 DN Door Contact/EMS Sensor		$	21.62	each	$ $0.00
280	DMP 462DC LXBUS with internet adapter		$	227.06	each	$ $0.00
281	7 amp hour battery		$	18.92	each	$ $0.00
282	(1) 472 Hardwireless Interface Card		$	64.74	each	$ $0.00
283	(1) RJ-31X Outlet		$	2.92	each	$ $0.00
284	DMP 7073 Keypad		$	217.33	each	$ $0.00
285	DMP 461 Interface Adaptor		$	64.74	each	$ $0.00
286	DMP 1100RP		$	198.56	each	$ $0.00
287	DMP 708 Bus Extender		$	283.84	each	$ $0.00
288	DMP SX-350 PIR		$	53.38	each	$ $0.00

	Group N: Time, Materials, and Unforseen Conditions				
289	Unlisted Mat'l Cost Mark-up (may not exceed 15%)	$2,358.00	12%	%	$ $2,640.96
290	Subcontractor Cost Markup		12.00	%	$ $0.00
291	Communications/Fire Alarm Certified Tech/Installer	542	$ 84.00	phr	$ $45,528.00
292	Inside Wireman	90	$ 97.85	phr	$ $8,806.50
293	Estimator/Designer		$ 55.00	phr	$ $0.00
294	Cad Drafter		$ 55.00	phr	$ $0.00
295	2nd Shift Adder to Line 291 per hour	499	$ 10.00	phr	$ $4,990.00
296	2nd Shift Adder to Line 292 per hour	80	$ 10.00	phr	$ $800.00
	Sub Total				$ $95,034.67
297	Markup for Bonding (Jobs over $25,000)		2	%	$1,900.69
	Total				**$96,935.36**

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:	March 7, 2019
SUBJECT:	Approval of Award of Contract, Play Power, LT Farmington Inc., National Joint Power Alliance (NJPA) Piggyback Contract 022113-LTS, Procurement and Installation of Playground Equipment, Bret Harte Elementary School (Bond Fund)

Background:

On December 19, 2013, the Board of Education approved the award of a construction contract to Play Power LT Farmington Inc., Pacific Park and Playground as part of National Joint Power Alliance (NJPA) Piggyback Contract 022113-LTS, for the installation of playground equipment at Disney, Edison, Jefferson, McKinley and Providencia Elementary Schools. This contract for Bret Harte will provide Bret Harte with the necessary upgrades to their play equipment.

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:

As a continuation of the Bond portion of the Playground Equipment, some of the existing equipment will be replaced and others will be refreshed to maximize the funding dollars available. Some of the existing equipment is obsolete and replacement parts are no longer available and some of the other components have reached their life expectancy. Pricing was publicly vetted through National Joint Powers Alliance (NJPA) a national competitive bid process that BUSD is able to take advantage of. The installation of this new playground equipment will provide Bret Harte with the necessary upgrades to their play equipment. This

contract will include the purchase of the play equipment from Play Power LT Farmington and installation of equipment by PSI who will be the subcontractor for Play Power LT Farmington.

Fiscal Impact:

$21,856.98 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, National Joint Powers Alliance (NJPA) Contract #022113-LTS, between Burbank Unified School District and Play Power LT Farmington, Inc., for the procurement and installation of playground equipment for Bret Harte Elementary School, effective March 8, 2019 through March 9, 2020, not to exceed $21,856.98 (21.3-00000-0-91006-85000-6410-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Make Purchase Order/Check payable to PlayPower LT Farmington, Inc.
c/o Pacific Park and Playground 714 846-4885 fax 714 846-3485
P.O. Box 734155, Dallas, TX 75373-4155 email: lisa@pacparkplay.com

QUOTATION

PlayPower LT Farmington, Inc.

Contact PlayPower LT Farmington at 800-325-8828

Sales Person: GUY DONAHOE

Pacific Park and Playground

SHIP TO

Quote # 2140019707 Date 2/1/2019

Version 1

BURBANK USD - BRET HARTE ELEMENTARY

BURBANK, CA 915

Site Phone:

Site Fax:

attn: KURT HAUFFE

RE:: BURBANK USD - BRET HARTE ELEMENTARY

BILL TO

Customer PO#

BURBANK UNIFIED SCHOOL DISTRICT

BURBANK, CA 91510

ATTN: KURT HAUFFE

Phone: (714) 925-7878 Ext.:

Fax:

QTY:	ITEM #	Description	Unit Price	Extended Price
1	LTCPS-2-46896	MAXPLAY SPIRAL DECK.	$544.1700	$544.17
1	LTCPS-2-47080	MAXPLAY TRANSFER STATION, BROWN VINYL.	$521.8600	$521.86
9	LTCPS-2-47081	MAPLAY HALF SQUARE DECK.	$363.7500	$3,273.75
1	LTCPS-2-47084	MAXPLAY DECK FOR 56" SLIDE.	$501.4900	$501.49
1	LTCPS-2-47397	MAXPLAY SQUARE DECK WITH HOLES.	$450.0800	$450.08
1	LTCPS-907418BR	MAXPLAY ACCESS STEP, BROWN VINYL.	$155.2000	$155.20
400	SPECTR-BRETHARTE	SPECTRATURF AROMATIC POUR IN PLACE RUBBER SURFACING. 400 SQ/FT, 2 1/2" THICK, 50% BLACK / 50% STANDARD COLOR. NO GRAPHICS OR COLOR PATTERNS INCLUDED. INCLUDES MATERIAL, FREIGHT, INSTALLATION & SALES TAX.	$16.6500	$6,660.00

PLEASE NOTE: GRAND TOTAL COST IS LISTED ON PAGE TWO

ENTER SHIP TO ADDRESS IF DIFFERENT FROM SITE ADDRESS.

SubTotal	$12,106.55
Install	$9,217.00
PBO Amount	
PBO Freight	
Freight	$0.00
TAX RATE	9.50%
TAX	$533.43
TOTAL	$21,856.98

Credit Report Required: No

Installer: PSI & SPECTRATURF

Installation Quote: $9,217.00

Special Instructions: Terms: Net 30 days

PURCHASE ORDER INFORMATION IS AT THE TOP OF THE FIRST PAGE OF THE QUOTATION.

FREE FREIGHT & DISCOUNT IS PER SOURCEWELL / NJPA CONTRACT #030117-LTS. SOURCEWELL / NJPA MEMBER #11,938.

COLOR: BROWN VINYL.

INSTALLATION OF PARTS AND POUR IN PLACE ARE INCLUDED IN TOTAL. INSTALLATION COST INCLUDES DISMANTLING THE EXISTING MAXPLAY STRUCTURE, DISPOSING OF PARTS, SNAKE CHALLENGE AND INSTALLING NEW VINYL DECKS. LABOR IS QUOTED AT PREVAILING WAGE RATES. REMOVAL AND DISPOSAL OF EXISTING TILE IS INCLUDED IN TOTAL.

PLEASE BE ADVISED THAT IF ANY PARTS NEED TO BE RETURNED, YOU WILL NEED TO PAY FREIGHT BOTH WAYS AND THE RESTOCKING FEE.

CLIENT IS RESPONSIBLE FOR RECEIVING / OFFLOADING EQUIPMENT. CLIENT IS RESPONSIBLE FOR CHECKING FOR AND NOTING SHIPPING DAMAGE, IF ANY, WHEN RECEIVING EQUIPMENT AT DELIVERY TIME.

REGARDING RUBBER SURFACING:
PRICE DOES NOT INCLUDE OVERNIGHT SECURITY DURING THE CURING PERIOD. SECURITY IS TO BE PROVIDED BY OTHERS. PLEASE BE ADVISED THAT OVERNIGHT SECURITY IS RECOMMENDED ON MOST PROJECTS.

IN THE EVENT THAT A CHANGE IN COLOR, COLOR PERCENTAGE, THICKNESS OR SQUARE FOOTAGE IS REQUESTED, A REVISED PROPOSAL AND PURCHASE ORDER WILL BE REQUIRED BEFORE INSTALLATION CAN BEGIN.

THANK YOU!

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Rep.To Submit this offer, please sign below forward a complete signed copy of this Quote directly to "PPLT Sales Administrator" via fax (573)760-7454 or (573)769-7465 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer with copy to Sales Representative via fax or email. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLTthe total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit all charges are due and payable in full at P.O. Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing.Customer agrees to pay all additional service charges for pastdue invoices.Customer must provide proper tax exemption certificates to PPLT, shall promptly pay discharge all otherwise applicable taxes, license fees, levies other impositions on the Equipment at its own expense. Equipment quote valid for 90 days, freight/labor prices subject to change. Install/labor quoted is Not at prevailing wages rates unless specifically noted.....

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By (Signature) | Larry Cross Director of Facilities (Printed Name and Title) | 2-21-19 (Date)

The foregoing quote and offer are hereby approved and accepted by PPLT.

By: _____ Date _____

Quote # 2140019707

ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Use and Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy.Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment .that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due..

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity.PPLT may waive a default hereunder, or under any invoice or other agreement between Customer PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice.The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature.This fully-executed Quote, as supplemented by Change Orders invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns..

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original.The facsimile or other electronic transmission of any signed original document,retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document..

PLEASE NOTE: GRAND TOTAL COST IS LISTED ON PAGE TWO

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:	March 7, 2019
SUBJECT:	Approval of Professional Services Agreement, Design Services, Silver Creek Industries, New Modular Classrooms, Walt Disney Elementary School (Bond Fund)

Background:

On February 21, 2019, the Board of Education approved a Professional Services agreement with Cannon Design to provide Architectural and Engineering services for the site work and coordinate with Silver Creek Industries for the design and engineering of the new Modular Classrooms at Walt Disney Elementary Modular Classroom buildings as a continuation of Measure "S".

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:

Due to the unique method of project delivery, (modular construction off- site), and schedule constraints, this project will have two primary phases. The initial phase, pre-check (PC Phase) will include the preparation of a pre-check drawing package which reflects the design options and systems which will be used on the project. The second phase (Site Phase) will include the preparation of site specific drawings to be used in the Division of State Architect (DSA) approval process. The scope of this design work is

inclusive of only the building, and the components within the building. Any work outside of the building is to be performed by the site design team, Cannon Design, under a separate contract, however, the coordination activities identified are to be included in this modular building design services.

Silver Creek Industries has successfully designed modular classroom and restroom facilities which are currently located at Ralph Waldo Emerson, Theodore Roosevelt and George Washington, Robert Louis Stevenson, Thomas Jefferson, Bret Harte and William McKinley Elementary Schools.

Fiscal Impact:

$41,828 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Silver Creek Industries, Inc., pursuant to the proposal dated February 18, 2019, to provide architectural design of new Modular Classrooms at Walt Disney Elementary School, effective March 8, 2019 through March 8, 2020, not to exceed $41,828 (21.3-00000-0-91006-85000-6205-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

SILVER CREEK
Building for the Next Generation

RECEIVED
BUSINESS SERVICES
2019 FEB 20 AM 6:19
BURBANK UNIFIED
SCHOOL DISTRICT

Proposal for Design Services

Proposal Date: 2/18/19

Client:
Burbank Unified School District
1900 West Olive Ave
Burbank, CA 91506
Phone: (818) 729-4400
Fax: (818) 729-4483

Project Name: Modular Classroom Buildings – Walt Disney ES

Project Description:
The project consists of the design of a new two-story modular classroom building with an approximate area of 10,560 GSF. The building will include 9 classrooms, electrical/IDF room, custodial room, staff restroom, student restrooms, and office space.

Overview of Proposed Services:
The scope of services being offered in this design services proposal is specifically for the modular building portion of the project, an outline of these services is as follows:

- Coordination with Site Design Team (Architect, Civil Engineer, MEP Engineer, Low Voltage Designer) to determine points of utility connections to the building
- Coordination with Site Design Team to determine utility service sizes (pipes, electrical service)
- Coordination with Site Design Team to establish building pad heights and pipe inverts
- Design of the building foundation system
- Preparation of site-specific modular building drawing submittal package (combine project specific drawings with applicable PC sheets)
- Attendance at DSA backcheck appointments as necessary to secure approval of each project.

It is understood that the scope of this design services proposal is inclusive of only the modular building and the components within the building. Any work outside of the building is to be performed by the Site Design Team under a separate contract, however, the coordination activities identified in the list above are to be included in this (modular building) design services proposal. It is further understood that the Site Design Team will be providing all of the designs and drawings (plans, elevations, sections, schedules and details) for the low voltage systems (tele/data, security, EMS, fire alarm).

Schedule
The schedule will vary based upon the factors present at the project site. It is estimated that the design drawings for this project can be prepared and ready for submittal within 6 to 8 weeks following Notice to Proceed. This schedule assumes that the supporting documents necessary to commence the design (ie: flow test, utility plan, geotechnical report) are available at the time of the NTP.

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Building for the Next Generation

Compensation:
Compensation for design services provided under this proposal is in the amount of Forty-One Thousand Eight-Hundred Twenty-Eight dollars ($ 41,828.00).

Acceptance of Proposal:
The aforementioned Project Description, Scope of Services, Compensation and the attached Standard Terms and Conditions for Design Services are hereby accepted as the Agreement between Client and Silver Creek. Silver Creek is authorized to proceed as specified. Payments will be made as indicated above.

Accepted by: _____ Date: 2-19-19
Client (Signature)

Larry Cross _____ Date: Director of Facilities
Client (Printed Name) Title/Position

Accepted by: _____ Date: _____
Silver Creek (Signature)

_____ Date: _____
Silver Creek (Printed Name) Title/Position

This Agreement is the offer of Silver Creek Industries, to perform the consulting services described in this Proposal. Acceptance by the Client is strictly limited to this Proposal and the attached Terms and Conditions for Design Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing Silver Creek to proceed.

This Agreement supersedes all prior written proposals, and/or negotiations not referenced herein, between the parties and is expressly conditioned upon the Client's agreement of the attached Terms and Conditions. This Agreement may only be modified in writing and executed by both parties.

SILVER CREEK

Building for the Next Generation

Standard Terms and Conditions for Design Services

1. ENTIRE AGREEMENT
This Agreement is the offer of Silver Creek Industries (herein referred to as "SCI"), to perform the consulting services described in the attached Scope of Services. Acceptance by the Client is strictly limited to the attached Proposal and these Terms and Conditions for Design Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing SCI to proceed.

This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. SERVICES TO BE PERFORMED
The services to be performed are described in the preceding Scope of Services. Unless otherwise specified in the Scope of Services or the Terms and Conditions, SCI shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Scope of Services and in accordance with the target schedule.

3. COMPENSATION
Fee. The attached Proposal describes the tasks, phases and compensation terms.
Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payments are due upon the Client's receipt of invoice. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1-1/2%) per month. A minimum finance charge of $10.00 shall be assessed on all overdue payments.
Payments Withheld. No deductions shall be made from SCI's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which SCI is adjudged to be liable.
Suspension. If any payment is more than thirty (30) days past due, SCI may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until SCI is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against SCI as a direct or indirect result of such suspension.

4. ADDITIONAL SERVICES
All Additional Services shall be approved by the Client and SCI in writing prior to proceeding. The following are Additional Services that are not specified above and are considered beyond the basic Scope of Services.
Redesign to meet Project Budget Costs. The Client is responsible to establish Project Budget Costs. SCI shall not be liable to redesign to meet the project budget costs. If redesign is required due to revised or miscalculated project budget costs the time required shall be considered Additional Services.
Public Hearings / Municipal Filings. In the event a Public Hearing is required for a municipal agency (Zoning Board of Appeals, Planning Board, Architectural Review Board, etc.), SCI shall invoice the Client on an hourly basis for both the preparation and time spent at the meeting. SCI shall not be required to file drawings with the Building Department or pay any municipal fees.
Coordination of Consultants' and/or Client's Work. Any coordination of Work performed directly by the Client or work performed by consultants hired by the Client, beyond what is listed in the attached scope of services, shall be considered Additional Services.
Fees for Additional Services. SCI may provide Additional Services beyond those listed in the Scope of Services by a negotiated sum or on an hourly basis. SCIs hourly rates are as follows:
Director / Architect / Engineer $200 per hour
Project Staff / Draftsperson $105 per hour
Clerical Staff $75 per hour
Hourly rates specified above are valid for one (1) year from the date listed on the Scope of Services and shall be increased five percent (5%) on the first day of the subsequent year to reflect market conditions, employee benefits and salary compensation.

5. CLIENT'S RESPONSIBILITIES
Project Budget. The Client shall establish a budget with reasonable contingencies that meets the project requirements. The project budget shall be established by the Client prior to SCI proceeding with the Scope of Services.
Project Representative. The Client shall appoint and authorize a Project Representative to answer field questions and make timely decisions (within five (5) business days). SCI assumes that the Client shall be the Project Representative unless the Client notifies SCI, in writing, that another Project Representative has been appointed. If the Client replaces or selects a new Project Representative, any time spent by SCI to bring the new Project Representative current shall represent Additional Services.

6. SCHEDULE
SCI shall commence work on this project within five (5) business days of authorization to proceed. Anticipated phase durations are defined within the scope of services. Modifications, such as accelerated schedules, project delays or extensions, which are not under the control of SCI, are subject to an increase in SCI's compensation.
If through no fault of SCI, the Scope of Services has not been completed within twelve (12) months of the date first specified on the Letter of Agreement, compensation for SCI's services beyond that time shall be considered Additional Services.

7. OWNERSHIP OF DOCUMENTS
All documents prepared or furnished by SCI pursuant to this Agreement are instruments of SCI's professional service, and SCI shall retain an ownership and property interest therein. Under this proposal SCI does grant the Client a license to use instruments of SCI's professional service for the purpose of constructing, occupying and maintaining this specific Project. Under this proposal SCI does grant the Client a license to use instruments of SCI's professional service for the purpose bidding and negotiating the construction price for the project. Reuse and/or modification of any such documents, without SCI's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold SCI harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.
Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by SCI's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of SCI.

8. PUBLICITY
SCI and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

SILVER CREEK
Building for the Next Generation

9. INSURANCE, IMDEMNITY AND LIMITATIONS
Insurance. SCI shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request. The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of SCI and its consultants shall be borne by the Client. The Client shall require the contractor to name SCI as an Additional Insured on the contractor insurance policy.
Limitation of Liability. For any damage on account or error, omission or other professional negligence, SCI's liability shall be limited to the fee received under this Agreement.
Waiver of Consequential Damage. SCI and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.
Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When design services are required to address these conditions, those services shall be deemed Additional Services.

10. STANDARD OF PRACTICE
Services performed by SCI under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.
No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.

11. DISPUTE RESOLUTION
Mediation and Arbitration. It is mutually agreed that the terms of this Agreement shall be binding upon parties and their successors, executors, administrators and assigns. Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Riverside County, California.

12. MISCELLANEOUS PROVISIONS
SCI's Representative. SCI shall identify a representative authorized to act on behalf of SCI with respect to the Project.
Certification of the Design Documents. The Design Documents shall be reviewed and certified by the Client at the completion of each phase. Certification by the Client shall indicate that the Design Documents meet with all party's full approval. All revisions made to the Design Documents subsequent to the certification shall be considered Additional Services.
Termination. Either party may elect to terminate this Agreement with not less than seven (7) days notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Client shall hold SCI harmless for delays and clarifications if SCI has been terminated.
Proposal Validity. This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may be deemed null and void by SCI.

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:	March 7, 20197
SUBJECT:	Ratification of Additive Change Order No.2, PMC Concrete, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package 2, Building and Site Concrete, Bret Harte Elementary School Modular Classrooms (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:

On April 20, 2017, the Board of Education approved an award of contract, Phase II, Bid 1617-051, 1617-052 and 1617-053, Bid Package #2, Building and Site Concrete, Bret Harte, Thomas Jefferson and Robert Louis Stevenson Elementary Schools Modular Classrooms (Bond Fund)

This is a ratification because this additive change order includes 2 scopes of work. Phase I is the installation of approximately 50 linear feet of retaining curb with reinforcing re-bar. Phase II will be installing a new property line curb and approximately 250 linear feet of curb as per the proposals.

Fiscal Impact:

$29,908 PO 19002059 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify change order No. 2 between Burbank Unified School District and PMC Concrete, for additional labor and materials, Bret Harte Elementary School, not to exceed $29,908 PO 19002059 (213-00000-0-91008-85000-6230-205-0000) Bond Fund, effective February 4, 2019 through February 4 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

Change Order

AIA Document G701 - Electronic Format

PROJECT: BUSD PERMANENT MODULAR CLASSROOMS
BRET HARTE ELEMENTARY SCHOOL
3200 W. JEFFRIES
BURBANK, CA 91505

CHANGE ORDER NUMBER: 2
DATE: 2/22/2019
CONTRACT DATE: 6/5/2017
PO NO:
DSA FILE #: 03-117348
A #: 19-16

TO CONTRACTOR: **PMC Concrete**
1730 Pomona Avenue, Suite 13
Costa Mesa, CA 92627

The Contract is changed as follows:

The District hereby authorizes PMC Concrete to proceed with the added work to provide labor, material and equipment for the new property line curb and gutter 250 LF.

Lump Sum	$	29,908.00
Fee @ 15%		
Total:	**$**	**29,908.00**

Not valid until signed by the Owner and Contractor.

The original (Guaranteed Maximum Price) was	$	796,250.00
Net change by previously authorized Change Orders	$	14,389.89
The (Guaranteed Maximum Price) prior to this Change Order was	$	810,639.89
The (Guaranteed Maximum Price) will be (modified) by this Change Order in the amount of	$	29,908.00
The new (Guaranteed Maximum Price) including this Change Order will be	$	840,547.89

The Contract Time will be (changed) by (0) days.

PMC Concrete acknowledges and agrees that the above changes to the Contract Price and Contract Time shall constitute the total and complete compensation and time to be received by PMC Concrete for the changes which are the subject of this Change Order and PMC Concrete shall not be entitled to receive any other compensation or time related or arising from the changes addressed herein, including, but not limited to, compensation for field overhead, office overhead, profit, supervision, costs, administrative costs, impact costs, or any other direct or indirect costs.

PMC Concrete
1730 Pomona Avenue, Suite 13
Costa Mesa, CA 92627
General Contractor

BY _____
Doug Menezes

DATE _____

Burbank USD
1900 W. Olive Avenue
Burbank, CA, 91506
Owner

BY _____
Kurt Hauffe

DATE _____

Pinner Construction Company
Project Manager

BY _____
Lisa Hernandez-Porter

DATE 2/22/2019

GKK Works
Architect

BY _____
Vincent Petito

DATE _____

Change Order

AIA Document G701 - Electronic Format

CHANGE ORDER NUMBER: 2

PROJECT: BUSD PERMANENT MODULAR CLASSROOMS
Bret Harte Elementary School
3200 West Jeffries Ave
BURBANK, CA 91505

DATE: 2/22/2019
CONTRACT DATE: 6/5/2017
PO NO:
DSA FILE #: 03-117348
A #: 19-16

TO CONTRACTOR: **PMC Concrete**
1730 Pomona Avenue, Suite 13
Costa Mesa, CA 92627

The Contract is changed as follows:

The District hereby authorizes PMC Concrete to proceed with the added work to provide labor, material and equipment for the new property line curb and gutter 250 LF.

PCO #	Description	Net Amount
008	Costs for new property line curb & gutter	$ 29,908.00

Subtotal $ 29,908.00
Mark-up
Total $ 29,908.00

Burbank Unified School District
Proposed Change Order

Title: Costs for new property line curb & gutter **PCO No:** 008

Project: Bret Harte Elementary **Date:** 2/22/2019

To: Attn: Doug Menezes
PMC Concrete Contractors, Inc.
1730 Pomona Avenue, Ste. 13
Costa Mesa, CA 92627

Contractor Ref No: One

Description of Proposal:

Reference: N/A

Summary of Work: Providing labor, material and equipment for the new property line curb & gutter 250 LF.

Changes to Contract Price: $29,908

Allowance Amount: $0.00

Contract Time: Zero (0) days

Reason: This work was an Owner Request.

Item	Description	Net Amount
001	Costs for new property line curb & gutter	$ 22,108.00
002	Costs for additional work at property line	$ 7,800.00

Subtotal	$	29,908.00
Mark-up		
Total	$	29,908.00

This Proposed Change Order represents the fully negotiated Changes to the Work of the above referenced Contract and is an authorization to proceed with the Work. When executed the parties agree to release all future claims to the herein described Changes to in to the Work subject to Article 7: Changes In the Work of the General Conditions of the Contract.

This request is recommended for approval			
	Signature	**Name (print)**	**Date**
Contractor		Doug Menezes	
Construction Manager		Lisa Hernandez-Porter	2/22/2019
District Authorized Representative		Kurt Hauffe	

PMC- HARTE AS OF 2.6.19	19002059	
ORIGINAL CONTRACT		$ 796,250.00
ORIGINAL ALLOWANCE		$ 45,000.00
ALLOWANCE $$ PREVIOUSLY DISTRIBUTED TO DATE		$ (45,000.00)
ALLOWANCE AVAILABLE AS OF 2.6.19		$ -
ADDITIONAL NEW $$ CO APPROVED 10/18/18		$ 14,389.89
PROPOSED ADDITIONAL NEW $ CO GUTTER		$ 22,108.00
PROPOSED ADDITIONAL NEW $ CO ADDITIONAL PROPERTY LINE		$ 7,800.00
TOTAL ADDITIONAL NEW $$		$ 29,908.00
TOTAL PROPOSED CO $$ TO DATE		$ 44,297.89

1730 Pomona Ave Ste. 13, Costa Mesa, CA. 92627
Phone: 949-645-4827 Fax: 949-548-0319
St. Contr. Lic. C8 817991

PROPOSAL

Proposal Submitted to

Burbank USD
1900 West Olive Ave
Burbank, California 91506
(818) 552-5540 fax (818) 846-7906

Work to be performed at:

Bret Harte Elem.
Concrete Curb & Gutter at PL
3200 West Jeffries
Burbank, California 91506

Date; December 31, 2018

Architect's; None

We here propose to furnish the materials and labor necessary for the completion of the concrete flatwork in accordance with your plans and city specifications date: ***NA***

ITEMS INCLUDED IN OUR PRICE ARE AS FOLLOWS; ***Sitework***

ITEM #1; New property line curb & gutter 250 lin. Ft.

Price includes; Layout, grading and removal of grass 8" max depth, trucking 8 hrs. 2-3 loads to the dump, dump fee's = $300.00

Forming of 24" gutter and 6" x 8" curb aprox; 250 ft. , installation of reinforcing rebar #4 rebar (1) top & bottom, 3250 psi 3/8" concrete, concrete pumping, form materials and labor as need to complete the new concrete curb and gutter as directed.

Total Cost for Removal & Replacement.....$22,108.00

CONDITIONS:

A) This Proposal exclude's any acts incurred by acts of God such as rain damage, flooding, earthquake etc.
B) Builder to supply jobsite with temporary power, water, toilet and protective fencing.
C) Building pads and all area's to receive concrete are to be level within + or – 1/10 of proper elevation with compaction and engineer's staking for building location completed.
D) Excavation of footing's and piers are estimated with a standard backhoe unless otherwise noted. Additional cost incurred due to "Rocky" or "Unworkable" soils will be borne by others.
E) All concrete slabs or susceptible to cracking and no guarantee will be made against this.
D) All prices not accepted within thirty days will be subject to renegotiation.
E) Contract subject to renegotiation if the work is not complete within one year.
G) Changes to bidding plans and/or specifications require prior approval in writing.
H) All additional work excluded from this proposal will be charged at cost with labor burden plus 17%.
F) Attorney's fees: in the event either contractor/owner or subcontractor brings an action or proceeding in connection with any dispute or matter arising under this agreement, the party which prevails in such action shall be entitled to recover from the other it's attorney's fees in reasonable amount.
ITEAMS EXCLUDED:

1. Deputy inspection and or testing.
2. Backfill, compaction. Water proofing.
3. Removal or transfer or footing spoils (import or export)
4. Demolitions and dump fees.
5. Special permits, fees or bonding.
6. Anything not specifically mention under "price included"

We propose to hereby furnish material and labor—complete in accordance with above specifications, for the sum of:

Twenty Two Thousand One Hundred and Eight dollars ..... $22,108.00.

Progressive payments balance due in full upon completion.

NOTIC TO OWNER OR GENERAL CONTRCTOR

In the state of California: Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has the jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filled within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, Sacramento, California 95826

ACCEPTANCE OF PROPOSAL-the above prices, specifications, and conditions are satisfactory and are hereby authorized to do the work as specified on this proposal for which we/I agree to pay the amount accordingly.
RESPECTFULLY SUBMITTED, PMC CONCRETE CONTRCTORS_____.

AUTHORIZED SIGNATURE;_____ DATE;_____
PRINT NAME:_____

ADDITIONAL WORK AUTHORIZATION

PMC CONCRETE CONTRACTORS, INC.

1730 Pomona Ave., Ste. 13 • Costa Mesa, CA 92627
St. Contr. Lic. 817991 • Phone (949) 645-4827 • Fax (949) 548-0319

CONTRACTOR'S NAME: BURBANK USD		PHONE: 818-729-9400	DATE: JAN 09 2019
STREET: 1900 WEST OLIVE AVE		JOB NAME: BRET HARTE ELEM	JOB NUMBER: 1703
CITY: BURBANK	STATE: CA 91506	STREET: 3200 WEST JEFFRIES AVE	
EXISTING CONTRACT NO.: 1617-051	DATE OF EXISTING CONTRACT: 2017	CITY: BURBANK	STATE: CA 92236

You are hereby authorized to perform the following specifically described additional work:

ADDITIONAL CONCRETE SITEWORK; 569 SQ.FT. OF 4" THICK REINFORCED WALKWAY WITH APROX. 50 LIN. FT. OF RETAINING CURB. COST INCLUDES FORM MATERIALS, REBAR REINFORCING, 3500 PSI CONCRETE, EQUIPT. RENTALS AND LABOR TO COMPLETE THE NEW PROPERTY LINE RETAINING CURB AND WALK BEHIND THE NEW 2-STORY BLDG.

Approved 2.4.19

2019 FEB -4 AM 8:55

ADDITIONAL CHARGE FOR ABOVE WORK IS: $ 7,800.00

PAYMENT WILL BE MADE AS FOLLOWS: ASAP

ABOVE ADDITIONAL WORK TO BE PERFORMED UNDER SAME CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS OTHERWISE STIPULATED.

Date _____ 20 ____ Authorized Signature _____
(OWNER SIGNS HERE)

WE HEREBY AGREE TO FURNISH LABOR AND MATERIALS, COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, AT ABOVE STATED PRICE.

Authorized Signature Doug Manges (CONTRACTOR SIGNS HERE) Date 1-09 2018

THIS IS CHANGE ORDER NO. ONE

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

BRET HARTE
PMC COR LOG

2/22/2019

COR #	CO or ALL #	GC CO#	PCO #	DAYS EXT	ALL FINAL PRICE	CO FINAL PRICE	PROJECT RELATED COSTS	DISTRICT REQUEST	TOTAL GC PRICE	CONTRACTORS INVOLVED	DESCRIPTION OF WORK
001		1	7			($28,818.00)			($28,818.00)		Per ASI #1 - Dilation of two Modular Classrooms
		1	7			-$17,111.00			($17,111.00)		CREDITS -2,400 Vapor barrier under 2-story -4,444 Concrete walkways removed in ASI #1 -2,889 Concrete v-gutters behind 2-story -911 Mow curb along field -1,675 Concrete v gutter along field -759 Concrete curb at corner of s/w parking lot near electrical vault -4,191 mow curb around playground
002	1		2		$2,583.00				$2,582.00		Pour concrete on Saturday 9/29/18
003	1		3		$1,236.00				$1,235.55		Widen Trench (Elevator)
004	2		4		$1,115.00				$1,115.00		Additional void wall (2-story)
005	1		5		$824.00				$824.05		Sandblasting
006	VOID									$83,526.00	CCD-002 SKA-1 Footing & Slurry (ROM Amount)
006R	VOID									$71,871.00	CCD-002 SKA-1 Footing & Slurry PMC is going to proceed on a T&M Basis
006R1	3		6R		$33,662.89				$33,662.89		CCD#2, RFI #3: Demolished existing wall Since District is paying all CO's at the end of the project, it was agreed to exhaust SOV Line Item #1 and [illegible] balance against Allowance
006R1	4	1			$5,779.11	$24,210.89			$29,990.00		Costs still due for CCD #2
007		1				$2,540.00			$2,540.00		Additional concrete curbs per SKA-02 - 9 locations for added trees along the back side of the single story
008		1				$3,000.00			$3,000.00		Place slurry along Ontario 1' gap along east Parking Lot Fence and along the entire retaining wall.
009		1				$1,822.00			$1,822.00		Place concrete curb around existing large tree near trash enclosure
010		1				$7,833.00			$7,833.00		ADD for replacing the existing d/w approach and sidewalk along Lime
011		1	7			$20,113.89			$2,475.00		Verbally given during site meeting: Place concrete behind the 2-story in the designated planter area
		1							$10,974.00		ADD the removal and replacement of the existing low retaining wall behind the 2-story building
		1							$2,136.00		ADD concrete under the west stairwell (no asphalt)
		1							$3,375.00		ADD concrete v-gutter along asphalt from 2-story to grass field approximately 75LF
		1							$1,153.00		ADD wideped 48" swale to minimize the gap between new swale & existing fence behind 2-story
N/A		2	8			$29,908.00			$29,908.00		added work for new property line curb & gutter
			SUBTOTAL PMC		$45,000.00	$44,297.89	$0.00	$0.00	$119,286.49		

The Original Contract Sum was:		$796,250.00
Net Change by previously Authorized Requests and Changes:		$0.00
The Contract Sum will be Increased		$29,908.00
10% of Contract Sum (Change Order Amount)		$79,625.00
Allowance		$45,000.00
Total Amount available for Change Order & Allowance		$124,625.00
District Requests		$0.00
Pending Change Order Request		$44,297.89
10% Contingency Remaining		$35,327.11
10% Contingency % Used		55.83%
The New Contract Sum including this CO (Includes Pending COR's)		$840,547.89
The Contract Time will be changed		0
Pending Allowance Request		$45,000.00
Allowance Remaining		$0.00
REMAINING Amount available for Change Order & Allowance		$35,327.11

Claim =
Pending GC =
Pending GC Resp =
Pending BUSD =
Preliminary Approval
Approved =
VOID =

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:	March 7, 2019
SUBJECT:	Ratification of Additive Change Order No. 2, Silver Creek Industries, Inc., Chula Vista Unified School District Piggy-Back Bid 14/15-3, Construction of Modular Buildings, Robert Louis Stevenson 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:

On February 2, 2017 the Board of Education approved of Award of Contract, Silver Creek Industries, Inc., Chula Vista Unified School District Piggy-Back Bid # 14/15-3, Construction of Modular Buildings, Robert Louis Stevenson Elementary School (Bond Fund).

Near the completion of the Modular Classroom installations at Robert Louis Stevenson Elementary, District staff reviewed the scopes of work and it was determined that certain scopes of work could be deducted from

the project as those items were not required by Division of State Architect requirements or could be deleted as deemed not necessary.

On March 15, 2018, the Board of Education ratified a deductive change order to Silver Creek Industries Modular project due to the deletion of two modular buildings, which resulted in a net deductive change order of ($205,060.00) PO 18001120 (Bond Fund)

This is a ratification of the additive change order to Silver Creek Industries, Inc., Robert Louis Stevenson Modular project for the installation of upgraded flooring and fire sprinkler system which resulted in a net additive change order of $105,319.56 PO 18001120 (Bond Fund)

This is a ratification because the additive costs for the of the various scopes of work were not finalized with the contractor until 1/11/19.

Fiscal Impact:

$105,319.56 PO18001120 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify additive change order No.2 between Burbank Unified School District and Silver Creek Industries Inc., effective January 12, 2019, through January 12, 2020, not to exceed $105,319.56 PO 18001120 (210-00000-0-91008-85000-6230-215-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Change Order

AIA Document G701 - Electronic Format

PROJECT: BUSD PERMANENT MODULAR CLASSROOMS
STEVENSON ELEMENTARY SCHOOL
3333 OAK STREET
BURBANK, CA 91505

CHANGE ORDER NUMBER: 2R
DATE: 1/10/2019
CONTRACT DATE:
PO NO:
DSA FILE #: 03-116544
A #: 19-16

TO CONTRACTOR: SILVER CREEK INDUSTRIES INC.
2830 Barrett Ave
Perris, CA 92571

The Contract is changed as follows:

The costs for labor and material for Bldg(s). 1 and 2 for the Removal (1) Window & Add (1) Exterior Window, flooring upgrades and fire sprinkler revisions.

Lump Sum		
Fee @ 15%	$	$105,319.56
Total:	$	$105,319.56

Not valid until signed by the Owner and Contractor.

The original (Guaranteed Maximum Price) was	$	2,253,918.00
Net change by previously authorized Change Orders	$	(205,060.00)
The (Guaranteed Maximum Price) prior to this Change Order was	$	2,048,858.00
The (Guaranteed Maximum Price) will be (modified) by this Change Order in the amount of	$	105,319.56
The new (Guaranteed Maximum Price) including this Change Order will be	$	2,154,177.00
The Contract Time will be (changed) by	(0) days.	

Silver Creek Industries, Inc. acknowledges and agrees that the above changes to the Contract Price and Contract Time shall constitute the total and complete compensation and time to be received by Silver Creek Industries, Inc. for the changes which are the subject of this Change Order and Silver Creek Industries, Inc. shall not be entitled to receive any other compensation or time related or arising from the changes addressed herein, including, but not limited to, compensation for field overhead, office overhead, profit, supervision, costs, administrative costs, impact costs, or any other direct or indirect costs.

SILVER CREEK INDUSTRIES INC.
2830 Barrett Ave
Perris, CA 92571
General Contractor
BY _____
Brett Belshaw
DATE 1/11/19

Burbank USD
1900 W. Olive Avenue
Burbank, CA, 91506
Owner
BY _____
Kurt Haufle
DATE _____

Pinner Construction Company
Project Manager
BY Lisa Hernandez-Porter
Lisa Hernandez-Porter
DATE 1/10/2019

GKK Works
Architect
BY _____
Vincent Petito
DATE _____

Burbank USD District
Pinner Construction Team

Burbank Unified School District
Proposed Change Order

Title: Bldg(s). 1 & 2 Revisions, Fire Sprinkler Revisions & Flooring Upgrades **PCO No:** 008

Project: BUSD Permanent Modular Classroom Project - Stevenson Elementary School **Date:** 6/8/2018

To: Attn: Brett Bashaw
Silver Creek Industries
2830 Barrett Avenue
Perris, CA 92571

Contractor Ref No:

Description of Proposal:

Reference: N/A

Summary of Work: The costs for labor and material for Bldg(s). 1 and 2 for the Removal (1) Window & Add (1) Exterior Window, flooring upgrades and fire sprinkler revisions

Changes to Contract Price: $ 105,319.56

Allowance Amount: $0.00

Contract Time: Zero (0) days

Reason: Owner Request

Item	Description	Net Amount
001	Bldg(s). 1 & 2 Revisions, Fire Sprinkler Revisions & Flooring Upgrades	$ 88,468.43

Subtotal	$	88,468.43
Mark-up	$	16,851.13
Total	$	105,319.56

This Proposed Change Order represents the fully negotiated Changes to the Work of the above referenced Contract and is an authorization to proceed with the Work. When executed the parties agree to release all future claims to the herein described Changes to in to the Work subject to Article 7: Changes In the Work of the General Conditions of the Contract.

This request is recommended for approval			
	Signature	**Name (print)**	**Date**
Contractor		Brett Bashaw	
Construction Manager	Lisa Hernandez-Porter	Lisa Hernandez-Porter	6/8/2018
District Authorized Representative		Kurt Hauffe	

BURBANK STEVENSON CHANGE ORDER LOG

Description	Credit	Cost
Bldg 1 Removal (1) Window B and add (1) Exterior Door		$ 19,079.00
Bldg 2 Removal (1) Window B and add (1) Exterior Door		$ 22,476.00
Credit for (1) Classroom @ Bldg 1	$ (102,530.00)	
Credit for (1) Classroom @ Bldg 2	$ (102,530.00)	
Flooring Upgrade		$ 20,814.56
Fire Sprinklers		$ 42,950.00
Subtotal	**$ (205,060.00)**	**$ 105,319.56**
Net Credit	**$**	**(99,740.44)**

STEVENSON E.S.
SILVER CREEK CO LOG

6/6/2018

COR #	CO or ALL #	GC CO#	DAYS EXT	ALL FINAL PRICE	CO FINAL PRICE	PROJECT RELATED COSTS	DISTRICT REQUEST	TOTAL GC PRICE	CONTRACTORS INVOLVED	DESCRIPTION OF WORK
1	N/A	1		N/A	$19,079.00			$19,079.00		Bldg. 1 Removal of (1) window B and ADD (1) Exterior door at each classroom
2	N/A			N/A	$22,476.00			$22,476.00		Bldg. 2 Removal of (1) window B and ADD exterior door at each classroom
3	N/A			N/A	-$91,168.00			($91,168.00)		CREDIT for (4) Classroom @ Bldg. #1
4	N/A			N/A	-$91,168.00			($91,168.00)		CREDIT for (1) Classroom @ Bldg. #2
5	N/A			N/A	$50,837			$50,836.74		Flooring upgrades
6	N/A			N/A	$42,950.00			$42,950.00		Fire Sprinklers
7	N/A	2		N/A	$105,319.00			$105,319.00		Refer to Back-up
8	N/A			N/A	$13,638.00			$13,638.36		Door Closures
	SUBTOTAL PMC			$0.00	$71,973	$0.00	$0.00	$71,973.66		

The Original Contract Sum was:		$2,253,918.00	Claim =
Net Change by previously Authorized Requests and Changes:		$0.00	Pending GC =
The Contract Sum will be increased		$0.00	Pending GC Resp =
10% of Contract Sum (Change Order Amount)		$225,391.80	Pending BUSD =
Allowance		$0.00	Preliminary Approval
Total Amount available for Change Order & Allowance		$225,391.80	Approved =
District Requests		$0.00	VOID =
Pending Change Order Request		$71,972.74	
10% Contingency Remaining		$153,419.06	
10% Contingency % Used		31.93%	
The New Contract Sum including this CO (Includes Pending COR's)		$2,325,890.74	
The Contract Time will be changed		0	
Pending Allowance Request		$0.00	
Allowance Remaining		$0.00	
REMAINING Amount available for Change Order & Allowance		$153,419.06	

BURBANK STEVENSON CHANGE ORDER LOG

Description	Credit	Cost
Bldg 1 Removal (1) Window B and add (1) Exterior Door		$ 19,079.00
Bldg 2 Removal (1) Window B and add (1) Exterior Door		$ 22,476.00
Credit for (1) Classroom @ Bldg 1	$ (102,530.00)	
Credit for (1) Classroom @ Bldg 2	$ (102,530.00)	
Flooring Upgrade		$ 20,814.56
Fire Sprinklers		$ 42,950.00
Subtotal	**$ (205,060.00)**	**$ 105,319.56**
Net Credit	**$**	**(99,740.44)**

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:	March 7, 2019
SUBJECT:	Ratification of Deductive Change Order, CUPCCAA Bid 1718-079, Pierre Landscape, Landscape Irrigation Improvements, Bret Harte Elementary School (Routine Maintenance)

Background:

Re-irrigating the field for reclaimed water.

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

Discussion/Issues:

The work has been completed within the 18/19 fiscal year. The deductive change order is due to the reduction of scope; irrigation in front of the school was deemed unnecessary by the District Grounds Department.

Fiscal Impact:

($64,180) Routine Maintenance

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify a deductive change order between Burbank Unified School District and Pierre Landscape, for the reduction of scope for the Landscape Irrigation Improvements at Bret Harte Elementary School, effective April 18, 2018 through February 14, 2019, not to exceed $112,525 (01.0-81500.0-00000-85000-6170-7523500) Routine Maintenance, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Change Order

AIA Document G701 - Electronic Format

PROJECT: BUSD PERMANENT MODULAR CLASSROOMS
BRET HARTE ELEMENTARY SCHOOL
3200 JEFFRIES AVE
BURBANK, CA 91506

CHANGE ORDER NUMBER: 1
DATE: 2/14/2019
CONTRACT DATE: 4/18/2018
PO NO:
DSA FILE #: 03-166543
A #: 19-16

TO CONTRACTOR: Pierre Landscape
5455 2nd Street
Irwindale, CA 91706

The Contract is changed as follows:

This Change Order includes a CREDIT for the Reduction of the Scope of the work and a CREDIT for the Unused Allowance.

Lump Sum		
Fee @ 16%		
Total:	$	(64,180.00)

Not valid until signed by the Owner and Contractor.

The original (Guaranteed Maximum Price) was		$176,705.00
Net change by previously authorized Change Orders	$	-
The (Guaranteed Maximum Price) prior to this Change Order was	$	176,705.00
The (Guaranteed Maximum Price) will be (modified) by this Change Order in the amount of	$	(64,180.00)
The new (Guaranteed Maximum Price) including this Change Order will be	$	112,525.00

The Contract Time will be (changed) by (0) days.

Contractor acknowledges and agrees that the above changes to the Contract Price and Contract Time shall constitute the total and complete compensation and time to be received by Contractor for the changes which are the subject of this Change Order and Contractor shall not be entitled to receive any other compensation or time related or arising from the changes addressed herein, including, but not limited to, compensation for field overhead, office overhead, profit, supervision, costs, administrative costs, impact costs, or any other direct or indirect costs.

Pierre Landscape
5455 2nd Street
Irwindale, CA 91706
General Contractor
BY _____
DATE 2/15/19

Burbank USD
1900 W. Olive Avenue
Burbank, CA 91506
Owner
BY _____
Kurt Hauffe
DATE 2/20/19

Pinner Construction Company
Project Manager
BY _____
Lisa Hernandez-Porter
DATE 2/14/2019

GKK Works
Architect
BY _____
Vincent Petito
DATE _____

Change Order

AIA Document G701 - Electronic Format

CHANGE ORDER NUMBER: 1
DATE: 2/14/2019
CONTRACT DATE: 6/5/2017
PO NO:
DSA FILE #: 03-166543
A #: 19-16

PROJECT: BUSD PERMANENT MODULAR CLASSROOMS
BRET HARTE ELEMENTARY SCHOOL
3200 JEFFRIES AVE
BURBANK, CA 91505

TO CONTRACTOR: **Pierre Landscape**
5455 2nd Street
Irwindale, CA 91706

The Contract is changed as follows:

This Change Order includes a CREDIT for the Reduction of the Scope of the work and a CREDIT for the Unused Allowance.

PCO #	Description	Net Amount
1	CREDIT for Reduction in the Scope of Work	$ (48,028.00)
	CREDIT for unused allowance	$ (16,152.00)

Subtotal	$	(64,180.00)
Mark-up		
Total	$	(64,180.00)

Burbank USD District
Pinner Construction Team

Burbank Unified School District
Proposed Change Order

Title: CREDIT for Reduction in Scope of Work & Unused Allowance
PCO No: 003
Project: Bret Harte Elementary
Date: 2/14/2019
To: Attn: Alex Yuchongtian
Pierre Landscape
5455 2nd Street
Irwindale, CA 91706

Contractor Ref No: 3.03
Description of Proposal:
Reference: N/A
Summary of Work: This Change Order includes a CREDIT for the reduction of the scope of work and a CREDIT for the Unused Allowance.
Changes to Contract Price: -$64,180.00
Allowance Amount: $ 0.00
Contract Time: Zero (0) days
Reason: Owner Request

Item	Description	Net Amount
001	CREDIT for Reduction of Scope of Work	$ (48,028.00)
002	CREDIT for Unused Allowance	$ (16,152.00)

Subtotal	$	(64,180.00)
Mark-up		
Total	$	(64,180.00)

This Proposed Change Order represents the fully negotiated Changes to the Work of the above referenced Contract and is an authorization to proceed with the Work. When executed the parties agree to release all future claims to the herein described Changes to In to the Work subject to Article 7: Changes In the Work of the General Conditions of the Contract.

This request is recommended for approval			
	Signature	Name (print)	Date
Contractor		Alex Yuchongtian	2/15/19
Construction Manager		Lisa Hernandez-Porter	2/14/2019
District Authorized Representative		Kurt Hauffe	2/21/19

PIERRE LANDSCAPE

To:	Pinner Construction	**From:**	Alex Yuchongtian
Attn:	Lisa Hernandez-Porter	**Job #:**	22686
Email:	lisa@pinnerconstruction.com	**Date:**	09/14/18
Project:	Bret Harte MS		

Change Order Request #: 3.03

Subject: **Pierre Landscape's cost for the deduction of irrigation North of project and deduction of Seeding at locations where trenching was to be encountered.**

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
LABOR				
LABOR DEDUGTED				
Landscape Labor	-80	Hrs	$ 76.60	$ (6,128.00)
Irrigation Labor	-128	Hrs	$ 76.60	$ (9,804.80)
Grading Labor	-80	Hrs	$ 76.60	$ (6,128.00)
IRRIGATION MATERIAL DEDUCTED				
FSFVC-150B Flow Sensor	-1	EA	$ 86.49	$ (86.49)
150B 3200 Master Valve	-1	EA	$ 1,164.50	$ (1,164.50)
500XL Pressure Regulator	-1	EA	$ 886.54	$ (886.54)
YB 2" Wye Strainer	-1	EA	$ 316.28	$ (316.28)
3" Mainline	-320	LF	$ 3.16	$ (1,010.82)
T-113 3" Gate Valve	-2	LF	$ 547.78	$ (1,095.56)
950-PRS-RW 1" RCV	-4	EA	$ 233.15	$ (932.60)
950-PRS-RW 1-1/2" RCV	-1	EA	$ 277.02	$ (277.02)
950-PRS-RW 2" RCV	-2	EA	$ 314.63	$ (629.26)
1-1/2" Lat Sleeve	-80	LF	$ 0.81	$ (65.18)
2-1/2" Lat Sleeve	-40	LF	$ 1.00	$ (40.11)
4" Lat Sleeve	-40	LF	$ 2.32	$ (92.65)
6" ML Sleeve	-40	LF	$ 5.45	$ (218.11)
I-20-06-SS-R Rotor	-12	EA	$ 28.13	$ (337.54)
I-25-06-SS-R Rotor	-9	EA	$ 49.65	$ (446.86)
I-40-06-SS-R Rotor	-16	EA	$ 73.04	$ (1,168.66)
PROS-06-CV-R-8 Popup Heads	-31	EA	$ 10.84	$ (336.13)
1" PVC Lat	-660	LF	$ 0.60	$ (397.11)
1-1/4" PVC Lat	-820	LF	$ 0.82	$ (670.35)
2" PVC Lat	-420	LF	$ 1.32	$ (553.94)
2-1/2" PVC Lat	-40	LF	$ 2.74	$ (109.44)
3/4" PVC Lat	-1,020	LF	$ 0.41	$ (422.48)

PIERRE LANDSCAPE

To:	Pinner Construction	**From:**	Alex Yuchongtian
Attn:	Lisa Hernandez-Porter	**Job #:**	22686
Email:	lisa@pinnerconstruction.com	**Date:**	09/14/18
Project:	Bret Harte MS		

Change Order Request #: 3.03

Subject: **Pierre Landscape's cost for the deduction of irrigation North of project and deduction of Seeding at locaitons were trenching was to be encountered.**

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED
LANDSCAPE MATERIAL DEDUCTED				
Pro-Sportsfield Supreme-Seed Only	-17,200	SF	$ 0.17	$ (2,999.68)
Soil Topper	-40	CY	$ 27.36	$ (1,094.36)
Ammendment Delivery	-1	EA	$ 272.50	$ (272.50)
EQUIPMENT (INCLD FUEL)				
Crew Truck	-8	DAY	$ 95.00	$ (760.00)
Skid Steer (Specific to Seed Install)	-4	DAY	$ 260.00	$ (1,040.00)
Skip Loader (Specific to Sod Install)	-2	DAY	$ 315.00	$ (630.00)

	Subtotal	$ (40,115)
	Sales Tax	Incl
15%	Markup	$ (6,017)
	Maintenance	$ (1,203)
	Bond	$ (692)
	TOTAL	**$ (48,028)**

Thank you,
Alex Yuchongtian
Project Manager

PE_____
PM_____
RS_____
JL_____

ALLOWANCE DISBURSEMENT AUTHORIZATION

School Name: Bret Harte Elementary School
Project Name: BUSD Permanent Modular Classroom Project
To: *(OAR)* Kurt Hauffe, BUSD
From: *(Contractor)* Pierre Landscape

Initiation Date: September 26, 2018
Allowance Disbursement No.: 002
PO Number:
PCO Number: 002

Description of Item to be charged to Contract allowance is as follows:

Summary of Work: Providing labor, material, equipment and maintenance services for the added planting material including trees in planters.

A. Original Contract Allowance	$	35,000.00
B. Net Allowance Disbursements previously authorized	$	7,088.00
C. Charges to Contract Allowance as a result of this authorization	$	11,760.00
D. Current Contract Allowance Balance including this authorization	$	16,152.00 ✓

Contractor Signature	Alex Yuchongtian Name (Printed)	10/2/18 Date
Architect Signature	Vincent Petito Name (Printed)	Date
IOR Signature	Brian Misino Name (Printed)	Date
Project Manager Signature	Lisa Hernandez-Porter Name (Printed)	September 26, 2018 Date
CM Signature	Kurt Hauffe Name (Printed)	Date
BUSD Signature	Name (Printed)	Date

cc:

BRET HARTE
PIERRE LANDSCAPE CO LOG

2/14/2019

COR #	CO or ALL #	GC CO#	DAYS EXT	ALL FINAL PRICE	CO FINAL PRICE	PROJECT RELATED COSTS	DISTRICT REQUEST	TOTAL GC PRICE	CONTRACTORS INVOLVED	DESCRIPTION OF WORK
1		VOID						$1,469.00		Breaking existing footing to do tie-in at Reclaimed meter location
1.1	1	N/A	0	$541.00				$541.00		Breaking existing footing to do tie-in at Reclaimed meter location
2		VOID						$2,065.00		Trenching deeper to maintain County HD depth & work around existing utilities
2	1	N/A	0	$2,002.00				$2,002.00		Trenching deeper to maintain County HD depth & work around existing utilities
3		VOID						$23,185.00		CREDIT for omitting the irrigation north of the project & deduction of seeding at locations where trenching was to be encountered & ADDED costs to provide sod
3.2		VOID						($35,848.00)		CREDIT for omitting the irrigation north of the project & deduction of seeding at locations where trenching was to be encountered
3.3		1			-$48,028.00			($48,028.00)		CREDIT for omitting the irrigation north of the project & deduction of seeding at locations where trenching was to be encountered
4.1	1	N/A	0	$2,615.00				$2,615.00		Costs to grade planters to finish grade
5		VOID						$11,874.00		Added planting material including trees in planters
5.1	2			$11,760.00				$11,760.00		Added planting material including trees in planters
6	1	N/A	0	$1,930.00				$1,930.00		Added irrigation & sprinkler heads along the northside of the grass field
TBD		1			-$16,152.00			($16,152.00)		CREDIT for Unused Allowance
			SUBTOTAL	$18,848.00	-$64,180.00	$0.00	$0.00	($43,856.00)		

PIERRE CO LOG

The Original Contract Sum was:		$176,705.00	
Net Change by previously Authorized Requests and Changes:		$0.00	$0.00
The Contract Sum will be increased		$0.00	
10% of Contract Sum (Change Order Amount)		$17,670.50	
Allowance		$35,000.00	
Total Amount available for Change Order & Allowance		$52,670.50	✓
District Requests		$0.00	
Pending Change Order Request		($64,180.00)	Claim =
10% Contingency Remaining		$17,670.50	✓ Pending GC =
10% Contingency % Used		0.00%	✓ Pending GC Resp =
The New Contract Sum including this CO (Includes Pending COR's)		$112,525.00	✓ Pending BUSD =
The Contract Time will be changed		0	Preliminary Approval
			Approved =
Pending Allowance Request		$18,848.00	✓ VOID =
Allowance Remaining		$16,152.00	✓

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:	March 7, 2019
SUBJECT:	Ratification of Award of Contract, Intercom Clock & Signal Service (ICS), District Wide Cellular Monitoring Services, Various Sites (General Fund)

Background:
Due to constant outages/lack of connection from the current landlines that connect to the fire alarm system, the phone system will be transferring to cellular services throughout the District to provide connection to the fire alarm company. ICS will be installing 15 cell dialers at 15 sites (Disney, Emerson, Harte, Jefferson, McKinley, Miller, Providencia, Roosevelt, Washington, Luther, Jordan, Burbank High, Burroughs, Horace Mann, and the Adult School) prior to monitoring 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.

7.7 Continue construction/modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

Discussion/Issues:
The agreement will further the implementation of a District-wide fire alarm monitoring program. This agreement will be for a 16-month period from March 1, 2019-June 30, 2020 to align with the fiscal year. Afterwards, the contract will be renewed on an annual basis to continue to monitor the cellular services at each site.

Fiscal Impact:
Not to exceed $1,989.60 for 16-month agreement (General Fund)

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Intercom Clock & Signal Service (ICS) for cellular service monitoring for the District-Wide fire alarm phone system, effective March 1, 2019 through June 30, 2020, not to exceed $1,989.60 (01.0-00100.0-00000-83000-5850-752-1000) General Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

ICS SERVICE CO.

3289 TradeCenter Dr.
Riverside, CA 92507

Mailing:
ICS Service Co.
P.O. Box 5255
Riverside, CA 92517

Phone: 951-683-3637 FAX: 951-683-3034

www.icsservice.net

Estimate

Date	Estimate #
2/21/2019	109936

Name / Address
Burbank USD 510 S. Sheldon Street Burbank, Ca 91506-2818

P.O. No.	Terms	REP	Project
	Net 30		Cell Com

Item	Description	Qty	Cost	Total
Monitoring	Disney	16	8.29	132.64
Monitoring	Emerson	16	8.29	132.64
Monitoring	Harte	16	8.29	132.64
Monitoring	Jefferson	16	8.29	132.64
Monitoring	Mckinley	16	8.29	132.64
Monitoring	Miller	16	8.29	132.64
Monitoring	Providencia	16	8.29	132.64
Monitoring	Roosevelt	16	8.29	132.64
Monitoring	Washington	16	8.29	132.64
Monitoring	Luther	16	8.29	132.64
Monitoring	Jordan	16	8.29	132.64
Monitoring	Burbank High	16	8.29	132.64
Monitoring	Burroughs	16	8.29	132.64
Monitoring	Mann	16	8.29	132.64
Monitoring	Adult	16	8.29	132.64
	For 16 Months of Cellular Service Only- Monitoring of systems by District Direct			

Subtotal	$1,989.60
Sales Tax (9.5%)	$0.00
Total	$1,989.60

By Signing Above, You Agree to the Terms and Conditions Set Forth

This Estimate is valid for a term shown above. Completion of project to be determined upon commencement of work.

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:	March 7, 2019
SUBJECT:	Acceptance of Notice of Completion, Universal Asphalt, Bid 1314-032, 2013 Asphalt Unit Price Bidding for Public Works Contracts, Asphalt Installation, Courtyard Area, Community Day School (Restricted Routine Maintenance)

Background:
A Notice Inviting Bids for Bid 1314-032, 2013 Asphalt Unit Price Bidding for Public Works Contracts was sent to all qualifying contractors on the District's California Uniform Public Construction Cost Accounting Act (CUPCCAA) list and was advertised in The Burbank Leader on November 13 and 20, 2013. A Mandatory Job Walk was held on November 25, 2013. The District received four bids by the December 10, 2013 deadline. On January 16, 2014, the Board of Education awarded future contracts for asphalt to Universal Asphalt based on the results of that bid. Qualifying Bids received were as follows:

Ben's Asphalt:	$372,385.00
California Paving:	$210,345.00 - Withdrew
Century Paving:	$263,160.00
Universal Asphalt:	$256,625.00

District-Wide Goals for 2018-2019:

7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.7 Continue construction/modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

Discussion/Issues:
A provision in Bid 1314-032, cites the contract term is one (1) year after award of bid, and may be extended for an additional one (1) year period in accordance with provisions contained in the Education Code. An additional provision in the bid allows adjustments, if approved by the District for subsequent years, will not exceed the percentage change in the Consumer Price Index (CPI) for the Los Angeles area, for the year ending December 19, 2014, proceeding the renewal year. By submitting a bid, the successful bidder agreed that it is willing to provide such contract extensions under these terms if requested by the District, at the District's sole discretion. The District has requested that Universal Asphalt Company, Inc. extend the contract period by one (1) year beginning January 16, 2015 to January 16, 2016.

Universal Asphalt Company, Inc. has provided the District with a revised unit price bid 1314-032 dated January 21, 2015, with no increase in pricing for the extended contract period. Further, Universal Asphalt has provided the District with a Memo of Understanding dated January 21, 2015 agreeing to provide the District their supplier asphalt material quotes with each project that is bid. Pursuant to that provision, material quotes are attached. Universal Asphalt has also agreed that materials priced under $60 (including tax and hauling), per ton will be credited back to the District. Pursuant to that provision, material quotes are attached. On February 1, 2018, the Board of Education ratified the extension of the annual asphalt unit price bid 1314-032, with Universal Asphalt.

The District received a proposal dated May 10, 2018 from Universal Asphalt for the re-surfacing of the courtyard area at Community Day School. District staff completed this work during winter recess.

Fiscal Impact:
$19,252.40 (Restricted Routine Maintenance)

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: asphalt installation at the courtyard area, Community Day School, not to exceed $19,252.40 (01.0-81500.0-00000-85000-6170-7523500) Restricted Routine Maintenance, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, 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 Education Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	March 7, 2019
SUBJECT:	Approval of Award of Contract to Dimension Data for E-Rate Data Cabling and Network Electronics, District-wide (Bond Funds)

Background:
On February 21, 2019, the Board of Education awarded a contract to Dimension Data for Bid 1819-050, 2019 E-Rate Technology Infrastructure Unit Price Bid.

District Wide Goals for 2018-2019:
8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.
8.2 Identify funding resources to implement an ongoing District-wide computer and infrastructure refresh plan

Discussion/Issues:
The District has $535,682.24 of remaining E-Rate funds for the last year of this E-Rate funding period. Using Dimension Data's approved E-Rate unit price bid contract, the District developed a Scope of Work of E-Rate eligible network electronics and cabling that can be used for projects between April 15th, 2019 and September 30th, 2020. The District's E-Rate discount level is 60% so the total cost to the District is $370,463.74 for $906,073.97 worth of cabling and equipment. The District will only release purchase orders for a subset of the equipment and cabling as projects are approved on an individual basis, and the District may elect to purchase only a portion of the equipment and cabling included on this Scope of Work, depending project priority and funding availability.

Fiscal Impact:
The fiscal impact to the District is $370,463.74. The total cost is $906,073.97. The E-Rate discount is $535,610.23.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education award a construction contract to Dimension Data utilizing Bid 1819-050, 2019 E-Rate Technology Infrastructure Unit Price Bid, for E-Rate Data Cabling and Network Electronics, District-wide, not to exceed $370,463.74 (21.3-00000.0-93000-85000-6249-7730000) (Bond Funds), effective March 8, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BUSD BID #1819-050
2019 E-RATE TECHNOLOGY INFRASTRUCTURE UNIT PRICE BID
BURBANK UNIFIED SCHOOL DISTRICT

Project Quote Form

Project Name: **E-Rate 2019 District-wide Scope of Work** Date: **2/22/2019**
School Site: **District-wide**
School Address: **510 S. Shelton St. Burbank CA 91506**

Item No.	Part Number	Description	Bid Price		Project Qty.		Ext. Price
		Group A: Core Switches					
100	C9500-48Y4C-EDU	Cisco Catalyst 9500 Series 48-port 1/10/25G Gigabit Ethernet switch with SFP/SFP+/SFP28. Must include the following: Qty. 2 - C9K-PWR-650WAC-R, 650W AC Power Supply Qty. 1 - C9500-NW-A-EDU, C9500 Network Advantage, high-density license K12	$ 13,929.93	each	6	$	83,579.61
101	QSFP-40G-LR4-S	Cisco 40GBASE-LR4 QSFP Module for SMF	$ 3,330.22	each	6	$	19,981.34
		Group B: Distribution Switches					
102	C9500-24Y4C-EDU	Cisco Catalyst 9500 Series 24-port 1/10/25G Gigabit Ethernet switch with SFP/SFP+/SFP28. Must include the following: Qty. 2 - C9K-PWR-650WAC-R, 650W AC Power Supply Qty. 1 - C9500-NW-A-L-EDU, C9500 Network Advantage, low-density license K12	$ 12,116.73	each	3	$	36,350.19
103	SFP-10/25G-LR-S	Cisco 10/25GBASE-LR SFP28 Module for SMF	$ 426.23	each	6	$	2,557.37
104	SFP-H10GB-CU1M	Twinax cable, passive, 30AWG cable assembly, 1 meter	$ 30.55	each		$	-
105	GLC-TE	1000BASE-T standard SFP.	$ 175.16	each		$	-
		Group C1: Access Switches					
106	C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+, 4x10G uplinks, K12.	$ 4,018.64	each	8	$	32,149.11
107	C9200L-48P-4G-EDU	Catalyst 9200L 48-port PoE+, 4x1G uplinks, K12.	$ 3,568.64	each	19	$	67,804.07
108	C9200L-24P-4X-EDU	Catalyst 9200L 24-port PoE+, 4x10G uplinks, K12.	$ 2,677.81	each	2	$	5,355.62
109	C9200L-24P-4G-EDU	Catalyst 9200L 24-port PoE+, 4x1G uplinks, K12.	$ 2,227.81	each	3	$	6,683.42
110	C9200L-STACK-KIT	C9200L Stack Kit	$ 437.72	each	32	$	14,007.00
111	STACK T4-3M	3M Type 3 Stacking Cable	$ 116.78	each	3	$	350.33
112	PWR-C5-1KWAC/2	1000WAC Secondary Power Supply (48 Port Switches)	$ 1,226.14	each		$	-
113	PWR-C5-600WAC/2	600WAC Secondary Power Supply (24 Port Switches)	$ 817.43	each		$	-
114	SFP-10G-SR-S	Cisco 10GBASE-SR SFP+ Module for MMF	$ 213.87	each	8	$	1,710.94
		Group C2: Legacy Access Switches					
115	EDU-C2960X-48FPD-L	Catalyst 2960-X 48 GigE PoE 740W, 2 x 10G SFP+, LAN Base K-12	$ 3,530.36	each		$	-
116	EDU-C2960X-48FPS-L	Catalyst 2960-X 48 GigE PoE 740W, 4 x 1G SFP, LAN Base K-12	$ 3,086.48	each		$	-
117	EDU-C2960X-24PD-L	Catalyst 2960-X 24 GigE PoE 370W, 2 x 10G SFP+, LAN Base K-12	$ 2,451.27	each		$	-
118	EDU-C2960X-24PS-L	Catalyst 2960-X 24 GigE PoE 370W, 4 x 1G SFP, LAN Base K-12	$ 2,007.39	each		$	-
119	C2960X-STACK	FlexStack-Plus hot-swappable stacking module	$ 398.53	each		$	-
120	CAB-STK-E-3M	FlexStack-Plus stacking cable with a 3.0 m length	$ 105.05	each		$	-
		Group D: Compact Switches					
121	2960CX-8TC-L	2960-CX Switch 8 GE, uplinks: 2 x 1G SFP and 2 x 1G copper LAN Base	$ 1,186.03	each		$	-
122	2960CX-8PC-L	2960-CX Switch, 8 GE PoE+, uplinks: 2 x 1G SFP and 2 x 1G copper LAN Base	$ 1,268.68	each	10	$	12,686.79
123	RCKMNT-19-CMPCT	19-Inch Rack Mounting Brackets	$ 29.19	each	10	$	291.94
		Group E: Wireless Access Points					
124	AIR-AP2802I-B-K9	802.11ac Wave 2 Ctrlr AP 4x4:3SS w/CleanAir; Int Ant; B Reg Domain	$ 827.60	each	40	$	33,103.94
125	AIR-AP2802E-B-K9	802.11ac Wave 2 Ctrlr AP 4x4:3SS w/CleanAir; Ext Ant; B Reg Domain	$ 863.79	each	20	$	17,275.72
126	AIR-ANT2524DG-R	2.4 GHz 2 dBi/5 GHz 4 dBi Dipole Ant., Gray, RP-TNC	$ 17.52	each	80	$	1,401.30
		Group F: Storage Arrays					
127	Q8H39A	HPE Nimble Storage HF40 Adaptive Dual Controller 10GBASE-T 2-port Configure-to-order Base Array. Must include the following: Qty. 1 - Q8B55B, HPE Nimble Storage HF40/60 Adaptive Array 84TB (21x4TB) FIO HDD Bundle Qty. 1 - Q8B63B, HPE Nimble Storage HF40 Adaptive Array R2 5.76TB (6x960GB) FIO Cache Bundle Qty. 1 - Q8B88B, HPE Nimble Storage 2x10GbE 2-port FIO Adapter Kit	$ 85,872.61	each	1	$	85,872.61

		Group G1: Security Cameras						
128	SNC-EM632RC	SNC-EM632RC 3 Mega Pixel IP Mini Dome Wide-D W/Illuminator PoE Only. Must include the following: Qty. 1 - UNI-BBB2, Aluminum back box with pole mount adaptor for SNC-EM632RC Qty. 1 - OC-ENT-1C, Ocularis Enterprise Camera License	$	4,375.46	each		$	-
129	SNC-VM772R	4K Outdoor IR Ruggedised Camera with Large-sized Exmor R™ CMOS Sensor. Must include the following: Qty. 1 - UNI-WMB7, Wall Mount Bracket for SNC-VM772R camera Qty. 1 - UNI-MDPVM772, Pendant Mount Bracket for SNC-VM772R camera Qty. 1 - OC-ENT-1C, Ocularis Enterprise Camera License	$	7,138.00	each		$	-
130	SNCAWP602	Weather Protector for SNC-EM632RC	$	85.88	each		$	-
131	UNI-MDB3	Mini Dome Gooseneck Bracket	$	160.40	each		$	-
132	UNI-CMA1	Aluminium Corner Mount Adaptor	$	113.36	each		$	-
133	TRAINING-ONSSI	Training - ONNSI End-User 1 Hour On-Site Session	$	377.85	each		$	-
		Group G2: Entrance Access Control						
134	9151101CHKW	2N Helios IP Force - 1 button & HD Camera & keypad & 10W speaker Qty. 1 - 9159010, 2N Helios IP Security Relay Qty. 1 - 9137909, 2N Helios IP License - Gold License Qty. 1 - OC-ENT-1C, Ocularis Enterprise Camera License Must include required licensing to add 2N camera to existing Cisco Call Manager for the ability to place and receive VoIP calls Must include four one-hour sessions of on-site training	$	9,913.97	each		$	-
		Group H: UPS						
135	9PX11K	Eaton 9PX Rackmount UPS, 11 kVA/10 kW, 208V (3) L6-30R output.	$	6,551.63	each		$	-
136	9PXEBM240RT	Eaton Extended Battery Module for 9PX11K.	$	1,113.70	each		$	-
137	9PX6K	Eaton 9PX Rackmount UPS, 6 kVA/5.4kW, 208V (2) L6-30R, (2) L6-20R output receptacles.	$	4,426.92	each	1	$	4,426.92
138	9PXEBM180RT	Eaton Extended Battery Module for 9PX6k.	$	1,115.85	each	1	$	1,115.85
139	116750224-001	Eaton Environmental Monitoring Probe	$	188.34	each		$	-
140	5PX3000RT2U	Eaton 5PX Rackmount UPS, 3 kVA/2.7kW, 120V (6) 5-20R, (1) L5-30R. Include NETWORK-MS.	$	1,809.48	each		$	-
141	5PX2200RT	Eaton 5PX Rackmount UPS, 1950VA/1920W, 120V (6) 5-20R, (1) L5-30R. Include NETWORK-MS.	$	1,564.73	each	3	$	4,694.18
142	5PX1500RT	Eaton 5PX Rackmount UPS, 1440VA/1440W, 120V(8) 5-15R. Include NETWORK-MS.	$	1,026.88	each		$	-
143	5P3000RT	Eaton 5P Rackmount UPS, 3 kVA/2.7kW, 120V(6) 5-20R, (1) L5-30R. Include NETWORK-MS.	$	1,550.91	each		$	-
144	5P2200RT	Eaton 5P Rackmount UPS, 1950VA/1920W, 120V(6) 5-20R, (1) L5-30R. Include NETWORK-MS.	$	1,324.13	each	3	$	3,972.39
145	5P1500RT	Eaton 5P Rackmount UPS, 1440VA/1440W, 120V(8) 5-15R. Include NETWORK-MS.	$	1,035.28	each		$	-
		Group I: EMT Conduit and Accessories, Installed (Round quantity up to nearest 10' increment)						
146		3/4"	$	2.79	plf	1300	$	3,628.63
147		3/4" additional bends/sweeps	$	13.14	each	110	$	1,445.87
148		3/4" l.b. fitting	$	28.90	each	60	$	1,733.82
149		1"	$	3.08	plf	550	$	1,691.50
150		1" additional bends/sweeps	$	15.09	each	20	$	301.86
151		1" l.b. fitting	$	31.93	each	8	$	255.46
152		1 1/2"	$	6.12	plf		$	-
153		1 1/2" additional bends/sweeps	$	16.09	each		$	-
154		1 1/2" l.b. fitting	$	50.45	each		$	-
155		2"	$	6.84	plf		$	-
156		2" additional bends/sweeps	$	26.79	each		$	-
157		2" l.b. fitting	$	78.14	each		$	-
158		2 1/2"	$	11.31	plf		$	-
159		2 1/2" additional bends/sweeps	$	37.84	each		$	-
160		2 1/2" l.b. fitting	$	93.19	each		$	-
161		3"	$	33.73	plf		$	-
162		3" additional bends/sweeps	$	136.88	each		$	-
163		3" l.b. fitting	$	136.26	each		$	-
164		4"	$	35.87	plf	4	$	143.48
165		4" additional bends/sweeps (45 degrees)	$	147.52	each		$	-
166		4" additional bends/sweeps (90 degrees)	$	132.04	each		$	-
167		4" l.b. fitting	$	213.48	each		$	-
		Group J: Rigid Conduits and Accessories, Installed (Round quantity up to nearest 10' increment)						
168		3/4"	$	5.93	plf	1675	$	9,928.73
169		3/4" additional bends/sweeps	$	29.85	each	60	$	1,791.07
170		3/4" l.b. fitting installed	$	36.05	each	35	$	1,261.85
171		3/4" Meyers hub installed	$	40.75	each	35	$	1,426.33

172		3/4" Compression fitting installed	$	**26.57**	each	35	$	930.04
173		1"	$	**6.54**	plf	800	$	5,229.28
174		1" additional bends/sweeps	$	**33.72**	each	43	$	1,449.89
175		1" l.b. fitting installed	$	**41.43**	each	28	$	1,160.10
176		1" Meyers hub installed	$	**44.62**	each	28	$	1,249.34
177		1" Compression fitting installed	$	**28.13**	each	28	$	787.52
178		1 1/2"	$	**9.53**	plf		$	-
179		1 1/2" additional bends/sweeps	$	**39.01**	each		$	-
180		1 1/2" l.b. fitting installed	$	**77.69**	each		$	-
181		1 1/2" Meyers hub installed	$	**68.18**	each		$	-
182		1 1/2" Compression fitting installed	$	**40.23**	each		$	-
183		2"	$	**10.19**	plf		$	-
184		2" additional bends/sweeps	$	**48.82**	each		$	-
185		2" l.b. fitting installed	$	**90.98**	each		$	-
186		2" Meyers hub installed	$	**61.56**	each		$	-
187		2" Compression fitting installed	$	**51.96**	each		$	-
188		2 1/2"	$	**15.20**	plf		$	-
189		2 1/2" additional bends/sweeps	$	**66.31**	each		$	-
190		2 1/2" l.b. fitting installed	$	**148.25**	each		$	-
191		2 1/2" Meyers hub installed	$	**81.48**	each		$	-
192		2 1/2" Compression fitting installed	$	**141.07**	each		$	-
		Group K: Above Ground Steel Pullboxes, Installed						
193		8x8x6, NEMA 3R	$	**107.22**	each	33	$	3,538.41
194		12x12x6, NEMA 3R	$	**183.17**	each	23	$	4,212.84
195		18x18x6, NEMA 1	$	**208.40**	each	10	$	2,084.00
196		18x18x8, NEMA 3R	$	**348.91**	each		$	-
197		24x24x8, NEMA 3R	$	**470.15**	each		$	-
198		30x30x10, NEMA 3R	$	**501.24**	each		$	-
199		36x36x12, NEMA 3R	$	**767.54**	each		$	-
		Group L: Non-Metallic Raceway (Wiremold), Installed						
200	2900	Series 2900 Uniduct	$	**8.83**	plf	2550	$	22,517.78
201	NM2048	Single Device Box	$	**33.39**	each		$	-
202	NM2048-2	Double Device Box	$	**37.86**	each	155	$	5,868.22
203	NM2044	Single Device Deep Box	$	**36.44**	each	50	$	1,821.93
204	NM2044-2	Double Device Deep Box	$	**40.90**	each	105	$	4,294.97
205	2911	Flat Elbow	$	**10.62**	each	262	$	2,781.63
206	2917	Internal Elbow	$	**10.62**	each	111	$	1,178.48
207	2915	Tee Fitting	$	**10.62**	each	114	$	1,210.33
208	2986	Drop Ceiling Connector	$	**10.84**	each	285	$	3,089.46
209	2918	External Elbow	$	**10.62**	each	84	$	891.82
210	2906	Cover Clip	$	**10.60**	each	110	$	1,165.63
211	2910	Blank End Fitting	$	**10.62**	each	85	$	902.44
212	5400TB/5400C	Series 5400 Dual Channel with Cover	$	**21.88**	plf	500	$	10,941.70
213	5410	End Cap	$	**22.47**	each	50	$	1,123.61
214	5415	Tee	$	**59.57**	each	50	$	2,978.52
215	5418	External Elbow	$	**49.08**	each	15	$	736.13
216	5474	Transition Fitting	$	**54.38**	each	15	$	815.76
217	5417FO	Internal Elbow	$	**44.89**	each	15	$	673.40
218	5450	Device Bracket	$	**54.70**	each	50	$	2,734.92
219	5406A	Cover Clip	$	**6.68**	each	25	$	166.97
220	5406TB	Base Clip	$	**4.73**	each	25	$	118.25
221	5507B	Blank	$	**2.80**	each	25	$	70.04
222	5410DFO	Ceiling Entrance	$	**54.38**	each	50	$	2,719.19
223	5411FO	Flat Elbow	$	**55.80**	each	25	$	1,395.12
224	5500BD3/5500C	Series 5500 Tri Channel with Cover	$	**28.64**	plf		$	-
225	5510	End Cap	$	**23.70**	each		$	-
226	5515	Tee	$	**64.34**	each		$	-
227	5518	External Elbow	$	**50.81**	each		$	-
228	5574	Transition Fitting	$	**53.82**	each		$	-

229	5574A	Transition Fitting to 5400	$	49.23	each		$	-
230	5517	Internal Elbow	$	48.99	each		$	-
231	5550	Device Bracket	$	58.06	each		$	-
232	5506	Cover Clip	$	7.12	each		$	-
233	5506B	Base Clip	$	4.73	each		$	-
234	5507B	Blank	$	2.80	each		$	-
235	5510D	Ceiling Entrance	$	56.55	each		$	-
236	5511FO	Flat Elbow	$	58.84	each		$	-
237	5507D	Duplex Faceplate	$	12.31	each		$	-
238	5507-4TJ	Otronics Faceplate	$	10.61	each		$	-
239	5507FRJ	Flush Dual RJ Connector Faceplate	$	4.31	each		$	-
		Group M: Terminal Cabinets, Installed						
240		Interior Surface Mount 18x18x6	$	440.86	each		$	-
241		Interior Surface Mount 18x24x6	$	729.75	each		$	-
242		Interior Surface Mount 24x24x6	$	637.17	each		$	-
243		Exterior Surface Mount 18x18x6	$	573.70	each		$	-
244		Exterior Surface Mount 18x24x6	$	708.74	each		$	-
245		Exterior Surface Mount 24x24x6	$	814.27	each		$	-
		Group N1: Install Assembly; Seismic Expansion Joint (whip) Connection						
246		1"	$	46.07	each		$	-
247		1 1/2"	$	81.31	each		$	-
248		2"	$	127.46	each	5	$	637.32
249		2 1/2"	$	263.59	each		$	-
		Group N2: Installed Assembly; Roof Penetratons						
250		1"	$	134.49	each	20	$	2,689.75
251		1 1/2"	$	137.00	each		$	-
252		2"	$	144.23	each	20	$	2,884.63
253		2 1/2"	$	152.36	each		$	-
		Group O: Data System Innerduct, Installed (Round quantity up to nearest 10' increment)						
254		1" diameter	$	3.81	plf		$	-
255		1 1/4" diameter	$	3.97	plf		$	-
256		1 1/2" diamter	$	4.37	plf		$	-
257		2" diameter	$	5.06	plf		$	-
		Group P: Data Sytem Fiber Optic Backbone Cabling, Installed (Round quantity up to nearest 10' increment)						
258	W3006NG01	Superior Essex 6 strand tight buffered OFNR OM3 multimode	$	5.20	plf		$	-
259	W3006K101	Superior Essex 6 strand tight buffered OFNR singlemode	$	5.00	plf		$	-
260	F308-012UAR-E991-006	Superior Essex 6 strand OM3 multimode and 6 strand singlemode within tight buffered OFNR jacket (12 strands total)	$	6.39	plf	4000	$	25,578.00
261		Material Upcharge for Gel Filled Rated Fiber cable	$	0.41	plf		$	-
		Group Q: Data Sytem Copper Station, Installed (Round quantity up to nearest 10' increment)						
262	66-240-2A	Superior Essex CAT 6 UTP Riser Cabling, 1-cable: base cost common pathway/pull (up to 9)	$	2.81	plf	33750	$	94,889.81
263		Each additional cable in common pathway pull	$	0.55	plf	33250	$	18,224.33
264	66-240-2A	Superior Essex CAT 6 UTP Riser Cabling, 10-cables: base cost common pathway/pull (up to 19)	$	0.68	plf	38350	$	26,079.92
265		Each additional cable in common pathway pull	$	0.57	plf	24700	$	14,039.48
266	66-240-2A	Superior Essex CAT 6 UTP Riser Cabling, 20-cables: base cost common pathway/pull (up to 29)	$	0.71	plf		$	-
267		Each additional cable in common pathway pull	$	0.60	plf		$	-
268	66-240-2A	Superior Essex CAT 6 UTP Riser Cabling, 30-cables: base cost common pathway/pull	$	0.74	plf		$	-
269		Each additional cable in common pathway pull	$	0.63	plf		$	-
270		Material Upgrade charge to use underground rated cabe	$	0.47	plf	11500	$	5,369.35
271	66-240-2B	Material Upgrade charge to use plenum rated cable	$	0.16	plf		$	-
		Group R: Data Sytem System Cords, Installed						
272		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 0.5 Ft. Length	$	8.17	each		$	-
273		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 1 Ft. Length	$	8.17	each	682	$	5,572.45
274		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 3 Ft. Length	$	8.48	each		$	-
275		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 5 Ft. Length	$	9.51	each		$	-
276		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 7 Ft. Length	$	10.54	each		$	-

277		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 10 Ft. Length	$	12.82	each		$	-
278		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 15 Ft. Length	$	19.64	each		$	-
279		Cat 6 Snagless Unshielded (UTP) Network Patch Cable - Gray. 25 Ft. Length	$	24.80	each		$	-
280		1m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	45.92	each		$	-
281		1m LC-LC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	49.27	each		$	-
282		2m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	48.65	each		$	-
283		2m LC-LC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	52.02	each	48	$	2,496.90
284		3m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	51.39	each		$	-
285		3m LC-LC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	52.50	each		$	-
286		5m LC-SC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	61.84	each		$	-
287		5m LC-LC 10Gb 50/125 OM3 Duplex Multimode PVC Fiber Optic Cable - Aqua	$	65.19	each		$	-
288		1m LC-SC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	58.97	each		$	-
289		1m LC-LC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	60.53	each		$	-
290		2m LC-SC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	60.29	each		$	-
291		2m LC-LC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	61.84	each		$	-
292		3m LC-SC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	59.23	each		$	-
293		3m LC-LC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	63.13	each		$	-
294		5m LC-SC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	69.19	each		$	-
295		5m LC-LC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	70.73	each		$	-
296		8m LC-SC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	73.11	each		$	-
297		8m LC-LC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	74.64	each		$	-
298		10m LC-SC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	77.14	each		$	-
299		10m LC-LC 9/125 OS1 Duplex Singlemode PVC Fiber Optic Cable - Yellow	$	77.92	each		$	-
		Group S: Data System Patch Panels, Installed						
300	OR-PHDHJU48	Ortronics HDJ Series 48 Port Unloaded Flat Patch Panel, 1U, High Density	$	79.84	each	37	$	2,954.08
301	OR-HDJ6-00	Ortronics Clairty Cat 6 High Density Jack, T568A/B, 8 Position, Black	$	10.95	each	435	$	4,764.05
302	INFC01U-M4	Ortronics Infinium High Density (HD) Fiber Enclosure, 1 RU	$	427.19	each	14	$	5,980.70
303	INFC04U-M4	Ortronics Infinium High Density (HD) Fiber Enclosure, 4 RU	$	656.53	each		$	-
304	HDFP-LCQ24LC	Ortronics OptiMo 6-LC Quad (24 Fibers) OM3 Multimode Adapter Panel	$	146.41	each	14	$	2,049.79
305	HDFP-LCQ24AC	Ortronics OptiMo 6-LC Quad (24 Fibers) OS1 Singlemode Adapter Panel	$	168.33	each	14	$	2,356.59
306	OR-205KAS9GA-50T	Ortronics OptiMo LC OM3 MM Connector, Field Terminating, Individual Pack	$	33.60	each	84	$	2,822.11
307	OR-205KAS9GA-09	Ortronics OptiMo LC OS1 SM Connector, FIeld Terminating, Individual Pack	$	22.59	each	84	$	1,897.89
308	OR-205KNF9GA-50T	Ortronics OptiMo LC OM3 MM Connector, Splice-On Connector, Box of 6	$	178.62	each		$	-
309	OR-205KNFSA-09	Ortronics OptiMo LC OS1 SM Connector, Splice-On Connector, Box of 6	$	188.90	each		$	-
		Group T: Data System Equipment Racks/Cabinet, Installed						
310	DWR-18-26PD	Middle Atlantic Wall Mounted Cabinet, 18 U, 26” Deep. Plexi Front Door.	$	848.73	each	5	$	4,243.66
311	DWR-FK26	Middle Atlantic DWR Fan Kit for 26" Deep DWR.	$	192.29	each	5	$	961.46
312	PHCM-1-2	Middle Atlantic Horizontal Cable Manager. 1U, 2" Deep.	$	34.82	each	5	$	174.12
313	PD-815SC	Middle Atlantic High-Density Slim Power Strip. 15 Amp. 10' cord w/NEMA5-15P plug. MOV surge + EMI filter. 8 Outlets.	$	107.95	each	5	$	539.73
314	UC4-12AWB-AA	UCoustic 7250 Acoustic Wall Mount Cabinet 12U.	$	2,005.11	each		$	-
315	UC4-18AWB-AA	UCoustic 7250 Acoustic Wall Mount Cabinet 18U.	$	2,319.76	each	2	$	4,639.52
316	UC4-TAC-AA	UCoustic Air Outlet Acoustic Chamber (Top).	$	224.32	each	2	$	448.63
317	UC4-BAC-AA	UCoustic Air Inlet Acoustic Chamber (Bottom).	$	224.32	each	2	$	448.63
318	IBAR12-20ULTRA	TrippLite 12-Outlet Rackmount Surge Suppresso, (12) 5-15R, 15-ft cord, 3840 Joules.	$	195.46	each	2	$	390.92
319	FC2N-113E-C42-B	Chatsworth F Series TeraFrame Gen 3, 42 U, Front to Back Air Flow.	$	2,948.55	each		$	-
320	40604-003	Chatsworth Floor Anchor Kit. (4) 1/2” Concrete Anchors, Hardware Kit.	$	16.45	each		$	-
321	39132-C01	Chatsworth Bottom Panel for 27.6" Wide Cabinet.	$	227.85	each		$	-
322	39112-C11	Chatsworth Finger Cable Manager for 42U Cabinet with 27.6" Width. Black.	$	272.71	each		$	-
323	39077-C00	Chatsworth Front-to-Rear Cable Manager for 27'6" Wide Cabinet.	$	115.57	each		$	-
324	39124-C00	Chatsworth Cable Lashing Bracket for 6-Slide Cabinet.	$	65.12	each		$	-
325	39088-C00	Chatsworth Ring Cable Manager for 42U, 27.6" Wide Cabinet. Black.	$	133.39	each		$	-
326	39086-C00	Chatsworth Full Height Dual PDU Bracket for 42U Cabinet.	$	65.58	each		$	-
327	30139-719	Chatsworth 1U Single-Sided Horizontal Cable Manager for 19" Wide Racks.	$	61.74	each		$	-
328	30130-719	Chatsworth 2U Single-Sided Horizontal Cable Manager for 19" Wide Racks.	$	62.84	each		$	-
329	30131-719	Chatsworth 3U Single-Sided Horizontal Cable Manager for 19" Wide Racks.	$	85.33	each		$	-
330	EMI310-10	Eaton G3 Vertical Metered ePDU. L21-30P Input. (1) R-20R, (30) C13 Grip, (6) C19 Grip. 208V 3 Phase (Data Center).	$	1,057.01	each		$	-

331	EMI104-10	Eaton G3 Vertical Metered ePDU. L6-30P Input. (36) C13 Grip, (6) C19 Grip Output. 208V Single Phase (MDF).	$	664.53	each		$	-
332	55053-703	Chatsworth (CPI) 7FT Equipment Rack	$	357.81	each		$	-
333	10250-712	Chatsworth Cable Runway. Universal, 12”W x 9’-11.5”L.	$	194.36	each		$	-
334	10822-712	Chatsworth Cable Runway. E-Bend, 12”W.	$	147.29	each		$	-
335	10723-712	Chatsworth Cable Runway. Outside Radius Bend, 12”W.	$	109.85	each		$	-
336	11959-715	Chatsworth Cable Runway. Corner Bracket, 15” x 15”.	$	92.61	each		$	-
337	11421-712	Chatsworth Cable Runway. Wall Angle Support Kit, 12”W.	$	36.80	each		$	-
338	11746-712	Chatsworth Cable Runway. Triangular Support Bracket, 12”W.	$	52.93	each		$	-
339	12362-712	Chatsworth Cable Runway. Center Support Kit, 12”W.	$	53.91	each		$	-
340	11440-002	Chatsworth Cable Runway. Threaded Rod, 5/8-11 x 6’L.	$	41.18	each		$	-
341	10557-003	Chatsworth Cable Runway. I-Beam Clamp, 5/8 -11.	$	40.27	each		$	-
342	11310-003	Chatsworth Cable Runway. Threaded Ceiling Kit (2 shown).	$	40.12	each		$	-
343	10506-716	Chatsworth Cable Runway. Cabinet Elevation Kit, 4”-6”.	$	89.98	each		$	-
344	11309-001	Chatsworth Cable Runway. Foot Kit.	$	63.05	each		$	-
345	10595-712	Chatsworth Cable Runway. Rack Mounting Plate, 12”W.	$	45.30	each		$	-
346	10506-706	Chatsworth Cable Runway. Rack Elevation Kit, 4”-6”.	$	49.62	each		$	-
347	12100-712	Chatsworth Cable Runway. Cross Member Radius Drop, 12”W.	$	43.98	each		$	-
348	10642-001	Chatsworth Cable Runway. End Caps, 1 Pair.	$	21.04	each		$	-
349	13392-712	Chatsworth Cable Runway. Dividers, 25 Pack.	$	119.60	each		$	-
350	11301-001	Chatsworth Cable Runway. Butt Splice Kit.	$	23.01	each		$	-
351	11302-001	Chatsworth Cable Runway. Junction Splice Kit.	$	23.41	each		$	-
352	13396-208	Chatsworth Cable Runway. D-Ring Kit, 10 Pack.	$	46.28	each		$	-
353	10506-706	Chatsworth Cable Runway. Rack Elevation Kit.	$	53.42	each		$	-
		Group U: Data System Data Outlet Components, Installed						
354	OR-40300546	Ortronics TracJack Faceplate. 1 Gang/2 Port, Fog White	$	8.85	each	96	$	849.68
355	OR-40300548	Ortronics TracJack Faceplate. 1 Gang/4 Port, Fog White	$	8.85	each		$	-
356	OR-40300545	Ortronics TracJack Faceplate. 1 Gang/6 Port, Fog White	$	8.85	each		$	-
357	OR-40300554	Ortronics TracJack Faceplate. 2 Gang/8 Port, Fog White	$	11.32	each		$	-
358	OR-TJ600-78	Ortronics TrackJack, Snap In (8 position/8 conductor) RJ45 Cat 6 Jack, Grey	$	10.95	each	419	$	4,588.83
359	OR-TJ600-88	Ortronics TrackJack, Snap In (8 position/8 conductor) RJ45 Cat 6 Jack, White	$	10.95		16		
360	OR-42100002	Ortronics TrackJack Blank Module, Pack of 10	$	2.16	each	32	$	69.18
		Group V: Data System Data Cabling J-Hook Support System						
361		J-Hook (small) mounted to existing structure directly	$	1.89	each		$	-
362		J-Hook (small) and independent support system	$	3.78	each	960	$	3,624.77
363		J-Hook (large) mounted to existing structure directly	$	2.52	each		$	-
364		J-Hook (large) and independent support system	$	4.41	each	910	$	4,008.64
365		Deep Strut	$	35.04	each	60	$	2,102.27
366		Shallow Unistrut	$	28.87	each	60	$	1,732.00
367		Ceiling Stringer With J-Hooks	$	28.20	each	60	$	1,691.80
		Group W: Underground Conduit						
368		2” Underground PVC Schedule 40	$	7.95	plf	1500	$	11,921.18
369		2” Underground PVC Schedule 40 90 Degree Sweeps	$	69.04	each	45	$	3,106.81
370		Penetrations to Vault or Slab.	$	187.44	each	35	$	6,560.40
371		Undergrond Pull Box with Traffic Rated Cover	$	2,791.25	each		$	-
		Group X: Sawcutting at Trenches						
372		Sawcut and Trenching 24” Deep 12” Wide, Asphalt, incld. Repair to original Condition.	$	118.63	plf		$	-
373		Sawcut and Trenching 24” Deep 12” Wide, Concrete, incld. Repair to original Condition.	$	133.98	plf		$	-
374		Sawcut and Trenching 24” Deep 12” Wide, Tuff, incld. Repair to original Condition.	$	120.58	plf		$	-
		Group Y: Miscellaneous						
375		2” Sleeves	$	58.87	each	84	$	4,945.08
376		X-Ray of Concrete Masonary Wall and 2 1/2” Core Drill	$	697.81	each		$	-
377		2.5" Core Drill	$	314.02	each	10	$	3,140.21
378		1" Seal Tite Flexible Metal Conduit	$	46.07	plf		$	-
379	5320-0/5173-0B	Waterproof Box with Blank Cover	$	26.69	each	260	$	6,940.57
		Group Z: Electrical Wiring and Outlets						

380		1/2” Rigid Conduit with 20AMP 3Wire for 120V Circuit, Installed	$	21.97	plf		$	-
381		3/4" Rigid Conduit with 20AMP 3Wire for 120V Circuit, Installed	$	22.51	plf		$	-
382		1” Rigid Conduit with 30AMP 3Wire for 208V Circuit, Installed	$	23.57	plf		$	-
383		1” Rigid Conduit with 40AMP 3Wire for 208V Circuit, Installed	$	25.29	plf		$	-
384		Duplex 20 AMP Electrical Outlet, installed	$	31.11	each		$	-
385		Electrical Outlet 220V, exact prong to be determined in field	$	60.97	each		$	-
		Group AA: 21st Century Classroom						
386		Crestron System 4K Classroom - Speakers, Controller, Switcher, Inputs, Projector Mount, Microphones, Bogen Override, Cabling, Programming	$	6,578.76	each		$	-
387	ELPMB45	Epson Projector Wall Mount System - Short Throw	$	366.90	each		$	-
388	ELPMB46	Epson Projector Wall Mount System - Ultra Short Throw	$	310.66	each		$	-
390	SYSAU	Chief Ceiling Tile Projector Pole Mount Solution	$	481.93	each		$	-
389	SAROS-SR6T-W-T-EACH	Crestron Wall-Mount Speakers , White. Set of 2.	$	268.98	each		$	-
391	ECB2S	Legrand Evolution Ceiling AV Enclosure (Include Fan Kit ECB-FAN and Fan Cord ECB-FC)	$	738.73	each		$	-
392	36465	Da-Lite 109" 16:10 Widescreen Projector Screen (Include 40932 Wall Mount Bracket or 78445 T-Bar Clip)	$	354.65	each		$	-
		Group AB: VoIP Phones						
393	CP-7821-K9	Cisco UC Phone 7821	$	297.84	each		$	-
394	CP-7800-WMK	Wallmount Kit for Cisco UC Phone 7800 Series	$	126.75	each		$	-
395	CP-8851-K9	Cisco IP Phone 8851	$	426.15	each		$	-
396	CP-8865-K9	Cisco IP Phone 8865	$	490.30	each		$	-
397	CP-8800-WMK	Wallmount Kit for CIsco IP Phone 8800 Series	$	126.75	each		$	-
398	CP-BEKEM	Cisco IP Phone 8800 Key Expansion Module	$	291.22	each		$	-
399	NIM-4FXS	4-Port Network Interface Module - FXS, FXS-E and DID	$	610.52	each	20	$	12,210.48
400	SM-X-16FXS/2FXO	Single-Wide High Density Analog Voice Service Module with 16 FXS and 2 FXO	$	1,844.37	each	3	$	5,533.11
		Group AC: Time and Materials and Unforeseen Conditions						
401		Labor- Certified Technician	$	86.25	hour		$	-
402		Labor- Installer Inside Wireman Journeyman	$	132.25	hour		$	-
403		Labor- Installer Inside Wireman Apprentice	$	97.75	hour		$	-
404		Labor- Communication System Journeyman	$	86.25	hour	128	$	11,040.00
405		Labor- Communication System Apprentice	$	74.75	hour	128	$	9,568.00
406		Labor- Drafting/Estimator	$	143.75	hour	112	$	16,100.00
407		Labor- Advanced Certified Networking Engineer (CCIE Level)	$	235.46	hour		$	-
408		Labor- Certified Networking Engineer (CCNP Level)	$	199.24	hour		$	-
409		Labor- Advanced Certified Systems Engineer (MCSE Level)	$	199.24	hour		$	-
410		Mark-up for subs/labor (percent markup)		10.00%	%	$ -	$	-
411		Materials (percent markup)		15.00%	%		$	-
412		Bonding when required percent markup (Jobs Over $25,000)		1.50%	%	$ 892,683.71	$	13,390.26

GRAND TOTAL	**$**	**906,073.97**

Note: All unit prices shall be inclusive for each line item and any and all: Labor, Shipping, Sales Tax, Freight, Labor for Installation, Coordination, Overhead, Profit, Sub Modules, Inspection, Testing, Labeling, Termination, Programming, Licensing, Spoils Removal, Compaction, Transportation, Cutting and Patching, Lifts and Scaffolding, Fire Blocking, Engineering, Painting, Warranty, Shop Drawings and Submittals. Also, each unit price shall include any auxiliary devices needed for installation of item such as: straps, screws, nuts, bolts, cutting, and securing hardware, etc. Bidder must bid every line item. Any bids that do not contain pricing for each line item may be considered non-responsive.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	March 7, 2019
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to approve the Final Settlement Agreement for Special Education Student 960030115, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:
In an effort to resolve the disagreement between the District and the Parent of Special Education Student 960030115 concerning services and/or school placement, a formal settlement agreement was offered on February 27, 2019 to the Student's Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:
The total cost of the Final Settlement Agreement for Student 960030115 is $5,750.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960030115, not to exceed $5,750 (01.0-65000.0-50010-36000-5813-7440000), effective March 8, 2019 through May 24, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.