BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, June 06, 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 Expelled Students for Readmittance in the Burbank Unified School District, as per Board Policy 5144 and Education Code 48917
The Board of Education will meet in Closed Session pursuant to Board Policy 5144 and Education Code Section 48917 to consider the readmittance recommendation report from the Transfer Review Committee for Student 960032156, as presented in Confidential Exhibit 3e.

3.f 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), and 48915(b1&2), to consider the recommendation of the Administrative Hearing Panel for expulsion of Student 960031851, as presented in Confidential Exhibit 3f.

3.g 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 130002827, 960029979 and 960022506

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

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction 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.

9.b Staff Responses

9.c Board Members' Comments and Responses

10. REPORTS TO THE BOARD

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

10.b Report on the Recommendations to the Board of Education from the District English Learner Advisory Committee
Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the Recommendations to the Board of Education from the District English Learner Advisory Committee, as presented.

Report To The Board DELAC Recommendations.pdf

10.c 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.

6-6-19 Facilities and Technology PP 060619.pdf

11. NEW AND/OR UNFINISHED BUSINESS

11.a Approval of Amended Class Schedule at John Burroughs High School
John Paramo, Director, Secondary Education, recommends that the Board of Education approve the amended class schedule for John Burroughs High School, effective August 12, 2019, as presented.

Approval_of_Schedule_Change_at_JBHS.pdf

11.b Approval of The Chuck Lorre Family Foundation Grant Agreement for Elementary Music Teacher and Secondary Instruments
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve The Chuck Lorre Family Foundation Grant Agreement between the Burbank Unified School District and The Chuck Lorre Family Foundation, effective June 7, 2019 through June 30, 2021, to accept an award amount of $190,000, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Board_approval_TCLFF_June_6_2019-2.pdf

11.c Approval of Memorandum of Understanding Between Burbank Unified School District and The Oaks School
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Memorandum of Understanding between Burbank Unified School District and The Oaks School, to participate in the Burbank Unified School District Induction Program, effective June 7, 2019 through June 6, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Induction MOU with MOU.pdf

11.d Approval of Amended Independent Learning Academy Master Agreements
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for 7th and 8th Grade Students, the Independent Learning Academy Master Agreement for High School Students, and the Request for Extension of Contract Time, effective July 1, 2019, as presented.

Approval of ILA Master Agreements with Agmts.pdf

11.e Approval of 2019-2020 Courses and Instructional Minutes for the Independent Learning Academy
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2019 through June 30, 2020, as presented.

Approval Courses and Instructional Minutes ILA.pdf

11.f Approval of Data Use Agreement with CORE Districts and California Education Partners
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends the Board of Education approve the Data Use Agreement between the Burbank Unified School District and CORE Districts and California Education Partners, effective June 7, 2019 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Agmt CORE Districts with Attchmts.pdf

11.g Second Reading and Adoption of Middle School Social Science Textbook (Lottery Textbook Fund)

John Paramo, Director, Secondary Education, recommends that the Board of Education adopt the Pearson California History-Social Science myWorld Interactive English/Spanish, Ancient World History California 2019 Spanish Edition +Digital Courseware 8-year license, Grade 6, ISBN 9780328969838, Ancient World History California 2019 Student Plus Bundle 8-year License, Grade 6, ISBN 9781418285005, Medieval Early Modern Times 2019 Spanish California Student Edition +Digital Courseware 8 Year License, Grade 7, ISBN 9781418288365, Medieval Early Modern Times California Student Plus Bundle 8-Year License, Grade 7, ISBN 9781418284800, Middle Grades American History 2019 +Digital Courseware 8-year license, Grade 8, ISBN 9781418288389, Middle Grades American History 2019 California Student Plus Bundle 8-year License, Grade 8, ISBN 9781418284909, not to exceed $545,188.05 (01.0-63000-0-11100-10000-4110-742-9000 - Lottery Textbook Fund), as presented.

2019_JUNE_6_Second_Reading_Soc_Sci_Textbooks__003_.pdf

11.h Approval of Agreement for Bond Accounting Software, California Financial Services (CFS) (Bond Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and California Financial Services (CFS) for the KeyAnalytics Services system, effective July 1, 2019 through June 30, 2022, not to exceed $60,000 per year (21.0-00000.0-92000-85000-5840-7400021), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

CFS Agreement 2019-2022.pdf

11.i Approval of Agreement for Professional Services with Helios

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Helios, for the services-based software program, effective July 1, 2019 through June 30, 2021, not to exceed $60,000 annually, (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Helios Agmt 2019-2021.pdf

11.j Approval of Employment Contract for the Superintendent of Schools

Roberta Reynolds, President, Board of Education, recommends that the Board of Education approve the employment contract with Matthew R. Hill, as Superintendent of Schools, effective July 1, 2019 through June 30, 2023, as presented.

Contract-Superintendent.pdf

11.k Approval of Employment Contract for the Assistant Superintendent, Administrative Services

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the employment contract for the Assistant Superintendent, Administrative Services, effective August 1, 2019, as presented.

Contract-Admin Services.pdf

11.l Appointment of Executive Assistant to the Superintendent
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the appointment of Executive Assistant to the Superintendent, effective July 1, 2019, as presented.

Appointment of Executive Assistant to Superintendent.pdf

11.m Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and Management positions, effective June 7, 2019, as presented.

Tier 2 Vacancies.pdf

11.n Approval of Agreement for Professional Services
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline Education, to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2019 through June 30, 2020, not to exceed $25,012 (01.0-00000.0-00000-72000-5840-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented

Frontline.pdf

11.o Adoption of Resolution 36 for the Elimination or Reduction of Services for Classified Positions
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 36 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 36 - Reduction in Force.pdf

11.p Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations
Matt Hill, Superintendent, will facilitate the Board's second reading and approval 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_Mar19_2nd Read_060619.pdf

11.q 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_060619.pdf

12. CONSENT AGENDA

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

12.a Action on Student Readmittance

The Board of Education will take action in public session on the readmittance recommendations by the Transfer Review Committee for Student 960032156, as presented in Confidential Exhibit 3e.

12.b Action on Student Expulsions

The Board of Education will take action in public session pursuant to Education Code Section 48900 (a2), on the expulsion recommendation by the Administrative Hearing Panel for Student 960031851, as presented in Confidential Exhibit 3f.

12.c Action on Final Settlement Agreement (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 130002827, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective June 7, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 130002827_Settlement Agreement.pdf

12.d 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 960029979, not to exceed $3,000, effective June 7, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960029979_Settlement Agreement.pdf

12.e 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 960022506, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective March 22, 2019 through December 31, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960022506_Settlement Agreement.pdf

12.f Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Meeting of May 8, 2019, as presented.

Minutes.05.08.19.SP.pdf

12.g Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of May 16, 2019, as presented.

Minutes.05.16.19.pdf

12.h Approval of Personnel Report Number 18-19-19
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 18-19-19, covering Certificated and Classified personnel, and consisting of Pages 1 to 28 inclusive, as presented.

Personnel Report.pdf

12.i 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 May 6, 2019, as presented.

2018-2019 Purchase Order Report.pdf

12.j Approval of Warrants
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $9,794,098.45 and commercial warrants in the total amount of $3,388.863.93, as presented.

Warrants.pdf

12.k 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 6.6.19.pdf

12.l Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend the agreement between the Burbank Unified School District and Care Van, Inc. for transportation services for Special Education Students on an as needed basis, effective July 01, 2018, through June 30, 2019, not to exceed $14,500 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Board approval date was June 7, 2018, not to exceed $10,000. This amendment adds $4,500 to the original contract.

SPED_Care Van_Amendment.pdf

12.m Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Aline K.

Chakerian, to provide written reports for special education students, not to exceed $1,084.64 (01.0-65000.0-50010-36000-5813-7440000), effective March 1, 2019 through March 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Consultant Agreement_Aline Chakerian_Ratification.pdf

12.n Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education to ratify the agreement between Burbank Unified School District and Therapy In Action, to provide occupational therapy support for Special Education Student 960005271, not to exceed $5,045 (01.0-65000.0-50010-36000-5813-7440000), effective March 24, 2019 through December 23, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960005271_Therapy In Action.pdf

12.o Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education to ratify the agreement between Burbank Unified School District and Sharon Hensel-Cohen, M.S., C.C.C. Associates, to provide speech and language support for Special Education Student 960022506, not to exceed $1,400 (01.0-65000.0-50010-36000-5813-7440000), effective May 29, 2019 through December 31, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960022506_Sharon Hensel-Cohen_SLP.pdf

12.p Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies
Tamara Schiern, Director, Special Education, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2019 through June 30, 2020, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Service Agreements for Nonpublic Nonsectarian Schools and Agencies.pdf

12.q Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies
Tamara Schiern, Director, Special Education, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian school and agencies (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2019 through June 30, 2020, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Master Contract Renewal for Nonpublic Nonsectarian Schools and Agencies.pdf

12.r Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2019 through June 30, 2020, not to exceed $100,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Lozano Smith 2019-20.pdf

12.s Approval of Agreement for Professional Services with Digital Schools
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Digital Schools of California, LLC, effective July 1, 2019 through June 30, 2020, not to exceed $4,040, for the "Read Only" program (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Digital Schools Read Only Agmt.pdf

12.t Approval of Los Angeles County Office of Education (LACOE) Data Processing Services, Labor Distribution and Fringe Employer Contribution and Employee Database Information Contract
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for the capability of downloading payroll information, effective July 1, 2019 through June 30, 2020, not to exceed $6,500 (01.0-00000.0-00000-77000-5890-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LACOE - Labor Distribution.pdf

12.u Approval of Los Angeles County Office of Education (LACOE) PeopleSoft Financial Systems (PSFS) Contract 2019-2020
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for Peoplesoft Financial System Services, not to exceed $20,300 (01.0-00000.0-00000-77000-5890-0000000), effective, July 1, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LACOE - PEOPLESOFT 2019-20.pdf

12.v Approval of Piggybackable Contracts for Equipment, Materials and Services 2019-2020
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2019-2020 school year, as presented.

Piggybackable Contracts 2019-20.pdf

12.w Approval of Agreement for Professional Services, TLC Auctions
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

TLC Auctions - Surplus Agreement 19-20.pdf

12.x Approval of District Memberships 2019-2020
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the memberships in professional organizations for 2019-2020, as presented.

District Memberships 2019-20.pdf

12.y Authorization Year End Appropriation Transfers 2018-2019
David Jaynes, Assistant Superintendent, Administrative Services recommends that the Board of Education authorize Appropriation Transfers for 2018-2019 as permitted in Education Code sections 42600 and 42601, as presented.

Authorization Year End Appropriation Transfers 18-19.pdf

12.z Approval of Agreement for Professional Services, Atkinson, Andelson, Loya, Ruud & Romo (General Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2019 through June 30, 2020, not to exceed $200,000 per year (01.0-00000.0-00000-72000-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AALRR Agreement 2019-2020.pdf

12.aa Approval of Amended Agreement for Professional Services, Best Best & Krieger Attorneys at Law (Special Education)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and Best Best & Krieger, to perform specific services, effective July 1, 2018 through June 30, 2019, not to exceed $138,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Note: Due to pending litigation, the agreement has been amended to increase the not to exceed amount from $98,000 to $138,000.

BBK Amended Agmt #2.pdf

12.ab Approval of Agreement for Professional Services, Best Best & Krieger Attorneys at Law (Special Education)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board

of Education approve an agreement between Burbank Unified School District and Best Best & Krieger to perform specific services, effective July 1, 2019 through June 30, 2020, not to exceed $70,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BBK - Sped Atty 19-20.pdf

12.ac Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2019 through June 30, 2020, not to exceed $70,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Hatch & Cesario - Sped Atty 19-20.pdf

12.ad Approval of Agreement for Professional Services, Film L.A.
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Film L.A., Inc. to coordinate any filming activities by outside companies that might request use of District facilities, effective July 1, 2019 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Film LA 2019-2022.pdf

12.ae Approval of the Disposal of Obsolete Equipment
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the disposal of the obsolete equipment, effective June 7, 2019, as presented.

Obsolete Equipment - IT Apple Trade In.pdf

12.af Approval of Agreement for Professional Services, Melissa Manning, Registered Dietician Consultant (Cafeteria Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Melissa Manning, Registered Dietician, to provide consulting services in the development of menus, effective July 1, 2019 through June 30, 2020, not to exceed $4,000 (13.0-53100.0-00000-37000-5850-7490000) (Cafeteria Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Food Service Dietician 19-20.pdf

12.ag Approval of Agreement for Professional Services, San Gabriel Valley Food Services Cooperative Purchasing Group
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the San Gabriel Valley Food Services Cooperative Purchasing Group, effective July 1, 2019 through June 30, 2020, at no cost to the District, and that authority to sign the contract pursuant

to BUSD—AR 3314, as presented.

San Gabriel Valley Co-Op 19-20.pdf

12.ah Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #6 between Burbank Unified School District and Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for use of 60 parking spaces located behind Providencia Elementary School (accessed from Pacific Avenue). The renewal includes the following amendments: (1) extend the term of the lease through June 30, 2020, and (2) increase the monthly fee by 5% in accordance with the agreement from $4,594.60 to $4,824.33 for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Renewal Lease Agreement Deluxe Media.pdf

12.ai Approval of Memorandum of Understanding (MOU)
John Paramo, Director, Secondary Education, recommends that the Board of Education approve the Memorandum of Understanding (MOU) agreement between the Burbank Unified School District, Burbank Adult School, and the City of Glendale (City), a California municipal corporation on behalf of the Verdugo Workforce Development Board, for the period covering July 1, 2019 to June 30, 2022, or until terminated by repeal of the Workforce Innovation and Opportunity Act and that authority to sign the application be exercised pursuant to BUSD – AR 3314.

VWDB_Phase_II_MOU_2019_FINAL_5.8.19.pdf

12.aj Approval of Renewal of Bertrand's Music Contract (RFP : ID# 1819-009), Band and Orchestral Instruments (Music is Instrumental Funds)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education renew the awarded contract between the Burbank Unified School District and Bertrand's Music (RFP: ID# 1819-009), to provide new and replacement instruments for secondary instrumental instruction programs, effective June 7, 2019 through June 30, 2020, with an option to extend for additional years as needed, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval Bertrand's Renewal with RFP.pdf

12.ak Ratification of 2019-2020 Carl D. Perkins Career and Technical Education Grant Application
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the application for the Carl D. Perkins Career and Technical Education Grant for the 2019-2020 school year, effective May 31, 2019, and that authority to sign the application be exercised pursuant to BUSD – AR 3314, as presented.

Perkins.pdf

12.al Approval of Agreement with Hanover Research (LCAP Base Grant)
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the agreement for consultant services between the Burbank Unified School

District and Hanover Research, to provide research assistance, effective July 1, 2019 through June 30, 2020, not to exceed $37,544 (010.00000.0-00000-72000-5850-7420025), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Hanover with Agmt.pdf

12.am Approval of Agreement Between Burbank Unified School District and Los Angeles County Office of Education for Scale Up! Student Success Through Technology and Arts Integration Project

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends the Board of Education approve the Agreement with Los Angeles County Office of Education, effective June 7, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

LACOE Student Success Through Technology and Arts Integ.pdf

12.an Acceptance of Notice of Completion, Network Cabling at District Office, ICS Service Co. (Bond Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, Network Cabling at District Office by ICS Service Co. (21.0-00000.0-93000-85000-6249-7400000), PO 19001096, not to exceed $135,004.96 (Bond Fund), as presented.

NOC_ICS_Network Cabling_District Office_060619.pdf

12.ao Acceptance of Notice of Completion, Bogen Intertie at Various Sites, ICS Service Co. (Bond Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, Bogen Intertie at Various Sites by ICS Service Co. (21.3-00000.0-93002-85000-6249-7730000), PO 19001098, not to exceed $7,435.56 (Bond Fund), as presented.

NOC_ICS_Bogen Intertie_Various Sites_060619.pdf

12.ap Ratification of Professional Services Agreement, Saxon Engineering, Topographic Survey, Walt Disney Elementary School (Bond Fund)

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify a Professional Services Agreement between Burbank Unified School District and Saxon Engineering, pursuant to the proposal dated May 9, 2019, to provide topographic survey services for the New Modular Classrooms and Modernization, Walt Disney Elementary School, effective May 10, 2019 through May 10, 2020, not to exceed $5,666 (213-00000-0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

6-6-19 Ratification_ PSA_ Saxon Engineering_ Disney.pdf

12.aq Acceptance of Notice of Completion, Intercom Clock and Signal Service, Bid 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Bogen Emergency Paging System, 14

Thomas Edison Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept a notice of completion, 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, not to exceed $ 96,935.36 PO 19003636 (213-00000-0-91010-85000-6230-202-0000) Bond Fund, as presented.

6-6-19 NOC_ Intercom Clock & Signal_ Edison.pdf

12.ar Approval of Award of Contract, Universal Asphalt, CUPCCAA Bid 1819-077, Playground Asphalt and Grading, Bret Harte Elementary School (Bond Fund)
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, Universal Asphalt, CUPCCAA Bid 1819-077, Asphalt and Grading, Playground Equipment Installation, Bret Harte Elementary School, effective June 7, 2019 through, June 7, 2020, not to exceed $17,500 (213-00000-0-91006-85000-6170-205-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

6-6-19 AOC_ Universal Asphalt_ Playground_Harte.pdf

12.as Approval of 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, Walt Disney 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, Walt Disney Elementary School, Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contracts, effective June 7, 2019 through June 7, 2020, not to exceed $114,135.68 (21.3-00000-0-91010-85000-6230-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

6-6-19 AOC Intercom Clock & Signal_ Disney.pdf

13. REQUESTS TO ADDRESS THE BOARD

13.a Public Communications
An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction by completing a blue request card. Speakers are requested to state their name prior to speaking to the Board. Not more than three (3) minutes may be allotted to each speaker, except by unanimous consent of the Board of Education. The Superintendent may refer the matter to the proper department for review.

13.b Staff Responses

13.c Board Members' Comments and Responses

14. ADJOURNMENT

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Jennifer Goldenberg, TOSA, Coordinator of EL Services, TK-12
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 6, 2019
SUBJECT:	Report on the Recommendations to the Board of Education from the District English Learner Advisory Committee

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Background:

Each California public school district, grades kindergarten through 12, with 51 or more English learners must form a District-level English Learner Advisory Committee (DELAC) or subcommittee of an existing district-wide advisory committee.

1. The DELAC, or subcommittee on English learner education, shall advise the district's local governing board (e.g., in person, by letters/reports, or through an administrator) on programs and services for English learners.

2. The DELAC shall be responsible for advising the district's local governing board on the following tasks:

a. Development of a district master plan for education programs and services for English learners. The district master plan will take into consideration the school site master plans.
b. Conducting of a district wide needs assessment on a school-by-school basis.
c. Establishment of district program, goals, and objectives for programs and services for English learners.
d. Development of a plan to ensure compliance with any applicable teacher and/or teacher aide requirements.
e. Review and comment on the school district reclassification procedures.
f. Review and comment on the written notifications required to be sent to parents and guardians.

The LEA shall provide appropriate training materials and training, planned in full consultation with committee members, to assist members in carrying out their legal advisory responsibilities.

The consolidated application shall also include certifications by appropriate district advisory committees that the application was developed with review and advice of those committees.

District-Wide Goals for 2018-19:

1.1 Increase the percentage of English learner (EL) students who are reclassified as proficient in English and continue to monitor progress of students in all academic areas.
1.2 Continue developing and assessing intervention programs specifically for students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
1.3 Continue to provide high-quality staff development in effective instructional and engagement strategies for teachers of students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
1.4 Develop new strategies and enhance existing engagement supports and activities for parents of students who qualify for services as English learners, low-socioeconomic, homeless, foster youth, and Special Education students.
1.6 Develop new and strengthen existing relationships with community partners to support our students.
5.1 Ensure 100% of BUSD students receive their diplomas or certificates of completion.
5.3 Continue to promote a culture of academic success in order to decrease the number of D and F grades in secondary schools and the number of 1 and 2 grades in elementary schools.
5.4 Increase the number of high school students who have completed a-g requirements for college eligibility.

Discussion/Issues:

The Burbank Unified School District's English Learner Advisory Committee (DELAC) met eight times throughout the 2018-19 school year, beginning with a training for school site representatives on their responsibilities, as outlined by the State. Each of the meetings addressed one or more of the DELAC responsibilities, as well as provided advice on the Local Control and Accountability Plan. Agendas and Minutes are posted on the District Website.

Fiscal Impact:

None

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will report on the Recommendations to the Board of Education from the District English Learner Advisory Committee, as presented.

Facilities/Technology Board of Education Agenda Items

Board of Education Meeting - June 6, 2019

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

Notice of Completion

Location – Thomas Edison Elementary School
Project - Bogen Emergency Paging System
Contractor – Intercom Clock and Signal Service
Final Contract Amount - $96,935.36 (Bond Fund)



Award of Contract

Location – Walt Disney Elementary School

Project –Modular/Modernization

Contractor –Saxon Engineering

Reason -Topographic Surveys are used to identify and map the contours of the ground and existing features on the surface of the earth, slightly above, or below the earth's surface (i.e. trees, buildings, streets, walkways, manholes, utility poles, retaining walls, etc.). The purpose of the survey is to serve as a base map for the design of a building of some type. It may be necessary to show perimeter boundary lines and the lines of easements on or crossing the property being surveyed, in order for a designer to accurately show zoning and other agency required setbacks. Topographic Surveys require "bench marks" to which ground contours are related, information regarding surface and underground utilities, determination of required setbacks, etc. $5,666 (Bond Fund) Ratification

Location – Bret Harte Elementary School

Project – Playground Asphalt Upgrade

Contractor – Universal Asphalt

Reason -In order to complete the campus wide renovations which included the installation of the new modular classroom buildings, it became necessary to install upgraded playground equipment. The existing playground equipment has reached or surpassed its life expectancy and serviceability. In order to install the Play Power play equipment, it is necessary to "prep" the play equipment installation area by demolishing the existing curb and asphalt, grade and install new asphaltic concrete materials base, new asphalt and curb. $17,500 (Bond Fund)

Award of Contract

Location – Walt Disney Elementary School
Project - Installation of Bogen Emergency Paging System
Contractor – Intercom Clock and Signal Service
Reason - The District felt the need to provide Disney Elementary School with a new Bogen communications and public address system for safety and security. The Bogen communications system is the District's Standard. $114,135.68 (Bond Fund)

Facilities/Technology
Board of Education Items

Bond Technology Projects:
Notice of Completion, Change Orders,
Award of Contract & Contract Amendments

Notices of Completion

Location – District Office
Project – Network Cabling
Contractor – Intercom Clock and Signal Service
Final Contract Amount - $135,004.96 (Bond Fund)

Location – Various Sites
Project – Bogen Intertie
Contractor – Intercom Clock and Signal Service
Final Contract Amount - $7,435.56 (Bond Fund)

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:	June, 6, 2019
SUBJECT:	Approval of Amended Class Schedule at John Burroughs High School

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Background:

Currently John Burroughs High School does not have a time designated for students to receive extra assistance from their teachers. Teachers provide extra assistance during their lunches and after school. Students can attend classes from 7:00 am to 3:00pm with a nine minute break at 10:03am and a forty minute lunch at 12:16pm.

District Wide Goals for 2018-2019:

1. Improve learning and achievement for targeted subgroups of students.
7. Create a positive school climate by maintaining a safe environment and developing a sense of belonging for all students and staff.

Discussion and Issues:

John Burroughs High School would like to implement a new schedule that would include a twenty-five minute Academic Excellence period before nutrition three days a week. This would be a designated period for all students to focus on subject matter where they need extra assistance. Students will be able to access teacher to get extra help, clarification, make up work, and tests. Students who are receiving a D or an F in a class will be assigned to that class to get the extra assistance they need until they are passing the class with a C or better. Currently our students and teachers are giving up their lunchtime and after school time to do these tasks. We will have study areas open for students who want to study quietly alone, work on group projects, or in a computer lab.

The staff believes there are multiple benefits for students: 1) students will have access to teacher within the school day without have to give up their lunch time 2) students will be able to complete group projects within the school day 3) students that need extra assistance from teachers and do not do so will be required to get the extra assistance 4) students who have not had the time to volunteer to tutor or be mentors will have time during the school day to tutor and mentor 5) students will have time to complete homework in the classroom where the homework is assigned and can access the teacher when needed 6) student who do not take advantage of teacher assistance will be required to participate 7) student in AP class will have time to work together in groups to study for the AP tests 8) student who have maintained a D average in the past will be motivated to maintain a C average to avoid mandated tutoring 9) workshops/presentations of varying topics will be held during this time, 10) student will have access to their counselors during this time. This does not impact start times or release times.

ACADEMIC EXCELLENCE PERIOD SCHEDULE

Monday – Early Release Schedule for PD
Tuesday, Wednesday, Thursday – Academic Excellence Period (3 days/week)
Friday –"Regular" Schedule

Period 0	7:03 – 7:55am	52 min
Period 1	8:01 – 8:52am	51 min
Period 2	8:58 – 9:52am	54 min
Academic Excellence	**9:58 – 10:23am**	**25 min**
Nutrition	10:23 – 10:32am	9 min
Period 3	10:38 – 11:29am	51 min
Period 4	11:35 – 12:26pm	51 min
Lunch	12:26 – 1:06pm	40 min
Period 5	1:12 – 2:03pm	51 min
Period 6	2:09 – 3:00pm	51 min

Process:

The proposed schedule change has been present to parents at five different parent meetings. Parents were subsequesntly surveyed to gather their input on the change. Two hundred and thirty parents responded and 72% supported the change.

Fiscal Impact:

There is no additional cost to the schedule change.

Recommendation:

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

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Curriculum and Assessment
PREPARED BY:	Peggy Flynn, Arts and Career Technical Education Coordinator
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	June 6, 2019
SUBJECT:	Approval of The Chuck Lorre Family Foundation Grant Agreement for Elementary Music Teacher and Secondary Instruments

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Background:

In 2004, The Los Angeles County Arts Commission invited the Burbank Unified School District to participate in the 2004/2005 Community Arts Education Project (CAEP), a key strategy in *Arts for All: Los Angeles County Regional Blueprint for Arts Education*. Arts for All (AFA) was strategic plan to restore dance, music, theatre, and visual arts within the school day in Los Angeles County schools, by providing technical assistance to school districts as they built capacity for providing arts educational programs for students. Burbank Unified became eligible for funding from the LA County Arts Commission Pooled Fund when the Board of Education adopted Board Policy 6142 and the BUSD Arts for All Strategic Plan - a long-range plan and a budget. Districts that participate in the project become eligible to access funds from the Arts for All Pooled Fund. The stated mission of *Arts for All: Los Angeles County Regional Blueprint for Arts Education:* "To bring about systemic change in the 82 school districts of Los Angeles County in order to implement comprehensive, sequential K-12 arts education for every public school student in the County, adopting curricula in alignment with the State Board of Education- approved Visual and Performing Arts (VAPA) Framework." The Burbank Unified School District was selected based on demonstrated leadership, readiness to engage in an arts education planning process, and strong indicators of district and community support. In December 2005 the Burbank Unified School District adopted a strategic plan that outlined goals in six focus areas: Curriculum Development and Assessment; Professional Development, Program Administration and Personnel, Instructional Materials and Equipment, Partnerships and Collaborations, and Funding. Focus Area 7: Communication Strategies and Goals was added by the Arts for All Steering Committee in May 2007. In March 2012 Burbank Unified convened a second community arts advisory team to collaboratively update the BUSD Arts for All Plan. In January 2016, Burbank Unified convened a third community arts advisory team to update the 2012-2022 Arts for All Plan. The Burbank Board of Education approved the updates and requested that a 3-year working plan be developed that prioritized goals within the larger 10-year plan. **In June 2017, the Burbank Board of Education approved a working plan prioritizing arts goal implementation actions between 2017-2020**.

In 2017, the Burbank Board of Education approved the following priority BUSD Arts for All goals:

- Priority: Provide weekly music instruction for all JK-5 students.
- Priority: Explore options for providing elementary instrumental instruction for grades 4 and 5.
- Priority: Provide dance instruction in all middle schools.
- Priority: Provide theatre arts instruction in all middle schools.
- Priority: Develop orchestra programs for Jordan, Luther, and John Burroughs schools.
- Priority: Establish a districtwide digital inventory of secondary and elementary music instruments.
- Priority: Create a three year plan for addressing instrument repair and replacement needs.

- Priority: Provide access to standards based VAPA instruction for all SEED program students.
- Priority: Provide access to standards based VAPA instruction for all FACTS

2018-2019 District-Wide Goals

4.1 Maintain the number of elementary music teachers to sustain the elementary music program.
4.2 Maintain an inventory and a budget and develop a plan for maintenance and repair / replacement of instrumental music equipment.

Discussion/Issues:

A copy of The Chuck Lorre Family Foundation Grant Contract includes grant recipient requirements, including proper use of funds, progress reporting, invoicing schedules, and final report due dates. The Chuck Lorre Foundation has specified that funding must be used to support the same elementary music teacher for the 2019-2021 school years and that 26-32 new instruments be purchased by the Burbank Unified Arts for All Program for the 2019-20 and 2020-21 school years.

Fiscal Impact:

The District's Arts for All Program will gain **$190,000** from The Chuck Lorre Family Foundation Grant to fund one elementary music teacher (Chris Lawrence) and 26-32 Instruments for Secondary Instrumental Music Programs for school years 2019-20 and 2020-2021.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve The Chuck Lorre Family Foundation Grant Agreement between the Burbank Unified School District and The Chuck Lorre Family Foundation, effective June 7, 2019 through June 30, 2021, to accept an award amount of $190,000, and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

Lorre Family Foundation
Grant Agreement Terms and Conditions

This Agreement is between Burbank Unified School District (Grantee), and The Chuck Lorre Family Foundation (Funder) recognized as exempt from income tax as a publicly supported charitable organization described under Section 501(c)(3) of the Code. The Grant, including any interest earned thereon, may be used only for the purpose(s) stated in this Agreement. The effective date of this Agreement is May 1, 2019 and it shall terminate on June 30, 2021.

Work plan. The attached work plan describes the project funded under this Grant, including the activities, deliverables, timeframe, budget, and payment schedule. Together, these Terms and Conditions and the proposal shall constitute the Agreement.

Reports. All narrative and financial reports must contain updates on specific outcomes achieved within the school year funded and be submitted electronically to The Chuck Lorre Family Foundation (TCLFF). All other reports and correspondence should be directed to Natalie George at nataliegeorge@tclff.org .

Expense Restrictions. Use of the Grant funds is restricted to the action items detailed in this agreement. These include:

a) Employment of (1) Elementary Music Teacher (Chis Lawrence)
b) Purchase of musical instruments (28-32 instruments per $25,000, per school year)

Unexpended Funds. Any portion of the payments made under this Agreement not expended at the completion of the term must be returned to The Chuck Lorre Family Foundation with a final report.

Publicity. Prior to public release, all materials acknowledging TCLFF support that are produced by the Grantee will be approved by TCLFF to ensure accuracy and consistency of message, including in public statements, reports, and other print and online publications. Grantee does not serve as a spokesperson for TCLFF in the media. Any public materials developed by the Grantee that reference or quote TCLFF also will be reviewed by and coordinated with TCLFF.

No Campaign Intervention or Lobbying. No payments under this Agreement may be used (i) to participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office or (ii) to carry on any lobbying activities within the meaning of Section 501(c)(3) of the Code and the regulations thereunder and/or as defined under the federal Lobbying Disclosure Act ("LDA"). Grantee represents that it is not established, financed, maintained, or controlled by a "covered official" under the LDA.

Replacement of Personnel. The replacement of Grantee's project staff and/or key personnel would be a material deviation from this Agreement and, thus, cause for termination. Accordingly, the Grantee agrees to provide TCLFF with written notification two weeks before replacing such project staff and/or key personnel, provided, however, that where immediate termination is clearly necessary to protect the interests of the

project, the Grantee need only provide TCLFF with such notice both as soon as possible and before selecting a replacement.

Subcontractors and Subgrantees. Grantee agrees that, if it engages subcontractors or subgrantees (Subcontractor) to help carry out the project funded by this Grant, it shall use its best efforts to ensure that such Subcontractors are bound by this Agreement. At a minimum, Grantee shall notify Subcontractor in writing of the following requirements: (a) Subcontractor is prohibited from using names, logos, or other marks owned by or associated with TCLFF for any purpose without TCLFF prior written consent; (b) Subcontractor shall comply with all applicable laws in the performance of the work related to this Grant; (c) Subcontractor shall comply with TCLFF "No Campaign Intervention or Lobbying" clause; and (d) Subcontractor shall not disclose or use information about TCLFF for purposes other than performing the work related to this Grant.

Compliance with Laws. Grantee agrees that it and any agents shall comply with all applicable federal, state, and local laws, regulations, and rules and, upon request, shall provide TCLFF with documentation of such compliance.

Grantee Status. Grantee represents that it is tax-exempt under federal law.

Evaluation. All activities conducted hereunder are subject to TCLFF review and acceptance to confirm that funds are being spent in accordance with this Agreement and Section 501(c)(3) of the Code. At its own expense, TCLFF may monitor and conduct an evaluation of operations under this Agreement.

Grantee's Records. Grantee will keep systematic records of all expenditures relating to this Grant. TCLFF may, at its own expense, examine or audit Grantee's records related to activities supported by this Grant. These records, include bills, invoices, canceled checks, and receipts.

Independent Parties. Grantee and its employees, agents, and representatives are independent parties and are not TCLFF employees or agents.

Indemnification. Grantee shall indemnify, defend, and hold harmless TCLFF and its officers, directors, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to (a) Grantee's performance of this Agreement or breach thereof or (b) the intentional misconduct or negligent acts or omissions of Grantee, its employees, agents, contractors, or consultants in connection with the performance of its obligations under this Agreement. This provision shall survive the termination of this Agreement.

Governing Law. The state and federal courts in California, will have exclusive jurisdiction over any and all disputes arising out of, or in any way related to, this Agreement, and Grantee shall submit to the personal jurisdiction of those courts.

Termination and Postponement.

a. TCLFF may, in its sole discretion, terminate, postpone, or cancel any or all Grant payments if: (1) Grantee fails to complete and/or make satisfactory progress toward the Grant's purpose(s) or submit timely reports; (2) Grantee's application or any required report is inaccurate in any material respect; (3) Grantee substantially fails to perform any of its duties required by the terms of this Agreement; or (4) Grantee has a substantial unexpended balance of Grant funds on hand.

b. Grantee agrees to give immediate written notice to TCLFF and, upon demand, repay all portions of the Agreement funds paid by TCLFF that are within Grantee's control, and TCLFF may terminate this Agreement immediately, including all unpaid amounts, if Grantee ceases to be exempt from federal income tax for any reason or Grantee violates any applicable laws.

c. All notices under this Section shall be in writing and shall be delivered personally or by confirmed electronic mail, a recognized overnight courier service, or United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to Grantee:
Matt Hill
Superintendent
Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
818-729-4400
Matt Hill at MattHill@burbankusd.org
c/o Peggy Flynn at PeggyFlynn@burbankusd.org

If to The Lorre Family Foundation:
Trisha Cardoso
President and Chief Giving Officer
The Chuck Lorre Family Foundation
Trisha Cardoso at trisha@tclff.org
c/o Natalie George at nataliegeorge@tclff.org

With a hard copy to:
Mann, Gelon, Glodney Gumerove Yee LLP
Attn: Trisha Cardoso,
The Chuck Lorre Family Foundation
1880 Century Park E., Suite 950
Los Angeles, CA 90067

No Third-Party Benefit. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

Complete Agreement. This Agreement, including all attachments (which are incorporated by reference herein), is the parties' final and binding expression of their agreement and

the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. No change to this Agreement will be effective unless signed by both parties.

Grantee's Authority. Grantee represents and warrants that (a) it has the corporate, statutory, or other power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Grantee; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

For: **THE CHUCK LORRE FAMILY FOUNDATION**

By: _____

Trisha Cardoso
President and Chief Giving Officer
The Chuck Lorre Family Foundation

Date: 5.8.2019

For: **BURBANK UNIFIED SCHOOL DISTRICT**

By: _____

Name: Matt Hill

Title: Superintendent
Burbank Unified School District

Date: 5-14-19

Report Schedule

TITLE	DUE DATE
Implementation Progress Report	By August 23,2019
Final Report Year 1	By May 1, 2020
Final Report Year 2	By May 1, 2021

Payment Schedule

PAYMENT	DESCRIPTION	SCHEDULE
$ 65,000.00 $ 25,000.00	Year 1 Elementary Music Teacher Year 1 Instruments	By May 1, 2019
$ 65,000.00 $25,000.00	Year 2 Elementary Music Teacher Year 2 Instruments	By May 1, 2020

APPROVED BUDGET

BUDGET	ANNUAL	TOTAL
2019-21 Elementary Music Teacher	$65,000	$130,000
2019-2021 28-32 Instruments	$25,000	$50,000
	TOTAL:	**$180,000**

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:	Jill Johnson, Teacher on Special Assignment
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 6, 2019
SUBJECT:	Approval of Memorandum of Understanding Between Burbank Unified School District and The Oaks School

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Background:

The Oaks School is an independent K-6 progressive school located in the heart of Hollywood. The Oaks School is fully accredited by the California Association of Independent Schools and the Western Association of Schools and Colleges. The Oaks School does not have an approved Induction Program and have requested that eligible teachers from The Oaks School clear their preliminary teaching credentials by participating in the Burbank Unified School District's Induction Program.

2018-2019 District-Wide Goals

2.2 Sustain and improve the quality of teacher collaboration time, including dedicated site collaboration time, to implement curriculum aligned to the California State Standards and best practices in instruction.

Discussion/Issues:

This agreement would further develop the relationship between Burbank Unified School District and other local area schools. The Oaks School teachers participating in the Induction Program will benefit through the trainings they attend, as well as through ongoing formative assessment and collaboration. Induction is a requirement for teachers graduating from universities with a preliminary credential. It is feasible that in the future other area educators will benefit from participation in the Induction Program.

Fiscal Impact:

The Oaks School participating teachers will remit to Burbank Unified School District $3,000 per year to participate in the Induction Program.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Memorandum of Understanding between Burbank Unified School District and The Oaks School, to participate in the Burbank Unified School District Induction Program, effective June 7, 2019 through June 6, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Instructional Services
Induction Program
1900 WEST OLIVE AVENUE
BURBANK, CALIFORNIA 91506-2460
TELEPHONE (818) 729-4475 FAX (818) 729-4402

MEMORANDUM OF UNDERSTANDING BETWEEN BURBANK UNIFIED SCHOOL DISTRICT AND SCHOOL FOR PARTICIPATION IN THE NEW TEACHER INDUCTION PROGRAM

This Memorandum of Understanding (MOU), made and entered into this 6th day of June, 2019, between the Burbank Unified School District (BUSD), the LEA for the Burbank Unified School District Teacher Induction Program, and The Oaks School to establish a partnership between the BUSD Induction Program and The Oaks Schools and to set forth the operative conditions, which will govern this partnership.

Witnesseth

1. Burbank Unified School District agrees to provide an Induction Program for eligible teachers at The Oaks School as follows:

   A. Provide appropriate staff to operate and administer the program.
   B. Provide program activities such as:
      - Induction Program meetings (Professional Learning Community).
      - Participating Teacher Orientation.
      - Matching with content-alike, highly effective mentor teachers.
      - Optional, free after school teacher development workshops.
      - An option for university credit for salary advancement.
      - End-of-the-Year Colloquium & Portfolio Review with District support

   C. Establish and maintain accurate records and reports.
   D. Maintain a confidential file on each participating teacher, which includes the following:
      - Signed District Consent Form for induction participants.
      - Signed District Roles and Responsibilities Advisement Form.
      - All Individual Learning Plans for Year 1 and Year 2 with signed completion logs.
      - Induction Program Completion documentation.
      - Proof of Credential Recommendation to the CCTC from BUSD.
   E. Provide the California Commission on Teacher Credentialing (CCTC) and the California Department of Education (CDE) all report documents and other information requested on all matters related to the participating teachers participating in the BUSD Induction Program.

5/3/19

F. Participate in the program evaluation.
G. Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing the program responsibilities as described in 1 (A-D).

2. The Participating Teachers agree to:

a. Sign and uphold the roles, responsibilities, and requirements contained within the BUSD Induction Advisement Form and the BUSD Induction Roles and Responsibilities Form.
b. Attend all required professional learning community meetings.
c. Attend weekly meetings with assigned mentors.
d. Observe colleagues during instruction and be observed by mentors while teaching no fewer than once per semester for the four semesters of induction.
e. Assume the cost and responsibility for arranging on-site observations of colleagues required for induction (one per semester).
f. Complete the necessary, required paperwork and evidence collection for induction and submit said paperwork by published due dates.
g. Produce work products that are of graduate level quality.
h. Communicate responsibly and professionally with program coordinators, mentors, and all BUSD district staff and faculty members.
i. Assume financial responsibility for all aspects of induction:
    i. Induction services are provided on a fee-for-service basis. In 2019-20, the fee will be $3,000. In 2020-21, the fee will remain unchanged. This fee covers the costs to administer the induction program & to secure and compensate the mentor.
    ii. Participating teachers will be invoiced at the close of each semester. Once payment is received, the district is responsible for facilitating the distribution of the funds to mentors and district program coordinators.
    iii. Assume the costs to purchase salary credits through an accredited participating university, and according to the university's fee schedule, should the teacher participant desire to do so for salary advancement.
    iv. Pay the fee set by the California Commission on Teacher Credentialing to clear his/her credential.

3. The Oaks School agrees to:

a. Provide Induction teachers one-to-one or small group consultations between mentor teacher and The Oaks School participating teacher(s).
b. Provide opportunities for BUSD Induction program coordinators and mentor teachers to observe classrooms within The Oaks School during the teaching day.
c. Provide participating teachers the opportunity to attend professional staff development activities as required to clear the participating teacher's credential.
d. Participate in the BUSD Induction Program evaluation.
e. Assume the cost and responsibility for substitute coverage of the once a semester required participating teacher's observation of a colleague.

4. The term of this MOU shall be effective June 6th, 2019, to June 5th, 2024. This agreement is renewable each program year that The Oaks School identifies eligible teachers that need/elect to participate in the BUSD Induction Program. A new contract for each program year will be generated by BUSD as the need deems necessary.

5/3/19

5. Contract and monitoring responsibilities for this MOU rest with BUSD.

6. Any and all products developed by BUSD are the exclusive property of BUSD.

7. Employees, staff, and subcontractors of The Oaks School have permission to reproduce and use the products in the BUSD Induction Program with the expressed written permission of BUSD and the BUSD Induction Program. It is prohibited for anyone to copy or use the products of the BUSD Induction Program for profit or any other purpose.

8. The BUSD Induction Program shall have the authority to adapt and adopt materials developed by the BUSD Induction Program for dissemination purposes.

9. It is agreed that The Oaks School or any employee of The Oaks School is acting as an independent contractor and not as an agent or employee of the BUSD.

10. It is agreed that the BUSD will not withhold any federal or state income tax from payment made pursuant to this contract, but will provide The Oaks School with a statement of invoiced expenditures at the end of each fiscal year.

11. The Oaks School certifies that it is aware of the laws of the State of California requiring employers to be insured against liability for Worker's Compensation and shall comply with such laws during the term of this contract.

12. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save, and hold harmless to each other, and their respective officers, agents, servants, and employees, of any from any and all liability, claims demands, debts, suits, actions, and causes of action, including wrongful death and reasonable attorney fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU by such indemnifying party, or its officers, agents, servants, and employees.

13. Neither this MOU nor any duties or obligations under this MOU may be assigned by The Oaks School without the prior written consent of the BUSD.

14. The Oaks School and all of their employees or agents shall secure and maintain in force such licenses and permits that are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

15. This contract may be amended only by the mutual written consent of the parties hereto, except that the BUSD unilaterally amend the contract to accomplish the changes listed below:

a. Administrative changes that do not affect the contractual rights of the parties
b. Changes as required by law.

TWO

5/3/11

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

Burbank Unified School District
Matt Hill
Superintendent

Signed_____
Authorized Signature

Date_____

The Oaks School
Ted Hamory
Head of School

Signed_____
Authorized Signature

Date 5/31/19

Board Approval Date:

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 6, 2019
SUBJECT:	Approval of Amended Independent Learning Academy Master Agreements

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Background
The Independent Learning Academy (ILA) provides a rigorous academic program through independent study. In independent study, a student is guided by a teacher but usually does not take classes with other students every day, unless he or she is dually enrolled at the ILA and a middle or high school. The student works independently and meets with a teacher at least once a week. One of the positives of independent study for high school students is that it provides flexible scheduling and allows students the opportunity to develop as self-directed learners. It also allows them to pursue other interests. While independent study students follow the District-adopted curriculum and meet the District graduation requirements, independent study offers flexibility to meet individual student needs, interests, and learning styles.

2018-2019 District-wide Goal(s):
2. Improve learning and achievement for all students.
5. Expand programs to prepare students for college, post-secondary education, training, and/or the workplace from preschool through adult education.

Discussion/Issues
As part of the requirements for an independent study program, the District is required to develop an independent study agreement approved by the governing board. The ILA has developed the Independent Learning Academy Master Agreement to include all of the elements as required by the California Department of Education, including the following: objectives, manner of reporting, methods of study and evaluation, resources, contract timelines, rules, and courses. There is a master agreement specific to high school and a separate agreement for middle school, as well as an agreement for an extension (see attachments).

Fiscal Implications
None.

Recommendations
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for 7th and 8th Grade Students, the Independent Learning Academy Master Agreement for High School Students, and the Request for Extension of Contract Time, effective July 1, 2019, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

Independent Learning Academy Master Agreement for 7th and 8th Grade Students

Student's Name_____ Date of Birth_____ Age_____

Grade _____ Home Phone _____ Name of Parent/Guardian _____

Home Address _____City _____ZIP _____

Mother's Work or Cell Phone _____ Father's Work or Cell Phone _____

Duration of Contract: Fall/Spring/Summer Start Date _____End Date_____

School of Enrollment: Burbank Unified Independent Learning Academy

Scheduled Meeting day: _____ At_____

Location of Meetings: 3715 Allan Ave., Burbank, CA 91505 (818) 729-8700

Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

The Independent Learning Academy (ILA) is continuously voluntary, optional program in which no student may be required to participate. A program with regular classroom instruction is available at any time in a BUSD school for students who live within the boundaries of the District; students who live outside the regular school attendance boundaries of BUSD will be referred to their school district of residence for regular classroom instruction. Independent Learning may be provided for a Section 48915 or 48917 students only if an alternative classroom has been offered and is continually available. The duration of this Master Agreement is no more than one year. (Education Code 51747)

Objectives: The overriding objective of the I.L.A. is for students to develop the skills and knowledge necessary to complete each standards-based course taken to fulfill BUSD middle school promotion requirements. The Independent Learning Academy is not an alternative curricular program. Specific goals and objectives for each I.L.A. course are consistent with established District guidelines for middle school coursework delivered in a traditional classroom setting, and are listed on the syllabus or assignment/work record for each course.

Manner of reporting: Generally, students are scheduled to meet with the teacher for a minimum of one hour per week at the time, day and location listed above in order to turn in work, obtain feedback on progress, and be evaluated. However, the supervising teacher may modify or alter the date, time, location and/or frequency of meetings as needed, in order to enhance student success in this program. Such a determination will be made on a week to week basis. If a student cannot meet on the assigned day and time, he/she must call the teacher to arrange an alternative appointment time. Some work may also be submitted via fax, email or regular mail service, but face to face meetings are essential. Additional time will also be required to meet District/State mandated testing, which is usually administered in a group setting. (Education Code 51749.5)

Methods of Study and Evaluation: Specific student activities for assignments, as well as how students will be evaluated for progress in each course, are detailed in the syllabus and/or assignment work records for each course. All assignments will be monitored and progress evaluated each week by the teacher in the same manner they would be in a traditional classroom setting. (Education Code 51749.5)

Resources: BUSD will provide teacher services, academic counseling as needed, and the texts and instructional materials specified for each course. A listing of specific materials is found on each course syllabus. Students will receive the same access to services, resources, rights and privileges as those in a classroom-based program. (Education Code 51749.5)

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the I.L.A. Program. Middle school students will be allowed 22 school days to complete a semester course from the initial assignment date. However, when special or extenuating circumstances justify additional time, the Superintendent or designee may honor the written request of a student or his/her parent or guardian to extend the maximum length of time to complete the course, not to exceed an additional 20 days. Students are expected to successfully complete a semester course every 22 school days of enrollment in the program. Any student who misses three (3) consecutive assignments and/or appointments, and/or fails to meet this minimum requirement to complete assignments and successfully complete courses will be evaluated, to determine whether it is his/her best interest to remain in the I.L.A. and may be subject to dismissal from the program and returned to a regular program of classroom instruction. (Education Code 51749.5)

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program. More serious violations, including but not limited to possession or use of any controlled substance, dangerous objects or weapons, will result in a recommendation for suspension or expulsion from the Burbank Unified School District.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from the I.L.A. program, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the

teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher. Students who are not successful or do not fulfill the above conditions of participation will be referred to another instructional program.

Independent Learning Academy Academic Honesty Guidelines

Students shall not misrepresent examination materials, research materials, classwork, and/or homework assignments as their own, when in fact they are the work of someone else.

Academic Dishonesty includes but is not limited to the following:

1. Turning in any work, or part thereof, that is not the student's own work;
2. Copying another student's or author's work or class assignment;
3. Allowing another student to copy your work or class assignment;
4. Putting your name on someone else's paper/project;
5. Using a "cheat sheet," cell phone, website or any unauthorized piece of writing on a quiz/test;
6. Giving another student help on an individualized quiz/test;
7. Tampering with the teacher's grade records or tests;
8. Stealing and/or selling quizzes/exams* (*This offense will result in an automatic suspension because of the seriousness of the offense.);
9. Using teacher manuals/solution manuals/online websites/internet searches that have the answer key;
10. Using any material from the Internet without proper citation and appropriate credit.

The teacher grading the class is responsible for determining if academic dishonesty has occurred.

First Offense in a Semester:

- Student will receive a "zero" on the assignment;
- Offense will be recorded in the student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences for subsequent offenses;
- Director will be notified.

Second Offense in the same or any other class in a Semester:

- If the class is an A.P. or Honors class, student may be transferred to a regular class;
- Student will receive a zero on the assignment;
- Student's class grade may be dropped by one letter grade at the teacher and/or supervising teacher's discretion;
- Offense will be recorded in student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences of subsequent offenses;
- Director will meet with student, parent/guardian and supervising teacher.

Third or Subsequent Offense in the same or any other class in a Semester:

- Student will receive a zero on the assignment;
- Student may be drop/failed, with no attendance credit, from the class in which he/she committed the third or subsequent offense;
- Offense will be recorded in student's records;
- Director will meet with student, parent/guardian, and supervising teacher;
- Student's placement at ILA will be reevaluated and he/she may be sent back to their school of residence or an alternative school.

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom.

Student Email: _____

Parent Email: _____

SIGNATURES DATE

Student: _____ _____

Parent/Guardian: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: _____ _____

Other with Academic Responsibilities: _____ _____

BURBANK UNIFIED SCHOOL DISTRICT

Independent Learning Academy Master Agreement for High School Students

Student's Name_____ Date of Birth_____ Age_____
Grade _____ Home Phone _____ Name of Parent/Guardian _____
Home Address _____City _____ZIP _____
Mother's Work or Cell Phone _____ Father's Work or Cell Phone _____
Duration of Contract: Fall/Spring/Summer Start Date _____End Date_____
School of Enrollment: Burbank Unified Independent Learning Academy
Scheduled Meeting day(s) _____ At_____
Location of Meetings: 3715 Allan Ave., Burbank, CA 91505 (818) 558-5353
Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

The Independent Learning Academy (ILA) is continuously voluntary, optional program in which no student may be required to participate. A program with regular classroom instruction is available at any time in a BUSD school for students who live within the boundaries of the District; students who live outside the regular school attendance boundaries of BUSD will be referred to their school district of residence for regular classroom instruction. Independent Learning may be provided for a Section 48915 or 48917 students only if an alternative classroom has been offered and is continually available. The duration of this Master Agreement is no more than one year. (Education Code 51747)

Objectives: The overriding objective of the I.L.A. is for students to develop the skills and knowledge necessary to complete each standards-based course taken to fulfill BUSD high school graduation requirements or to earn a high equivalency certificate. The Independent Learning Academy is not an alternative curricular program. Specific goals and objectives for each I.L.A. course are consistent with established District guidelines for high school coursework delivered in a traditional classroom setting, and are listed on the syllabus or assignment/work record for each course.

Manner of reporting: Generally, students are scheduled to meet with the teacher for a minimum of one hour per week at the time, day and location listed above in order to turn in work, obtain feedback on progress, and be evaluated. However, the supervising teacher may modify or alter the date, time, location and/or frequency of meetings as needed, in order to enhance student success in this program. Such a determination will be made on a week to week basis. If a student cannot meet on the assigned day and time, he/she must call the teacher to arrange an alternative appointment time. Some work may also be submitted via fax, email or regular mail service, but face to face meetings are essential. Additional time will also be required to meet District/State mandated testing, which is usually administered in a group setting. (Education Code 51749.5)

Methods of Study and Evaluation: Specific student activities for assignments, as well as how students will be evaluated for progress in each course, are detailed in the syllabus and/or assignment work records for each course. All assignments will be monitored and progress evaluated each week by the teacher in the same manner they would be in a traditional classroom setting. (Education Code 51749.5)

Resources: BUSD will provide teacher services, academic counseling as needed, and the texts and instructional materials specified for each course. A listing of specific materials is found on each course syllabus. Students will receive the same access to services, resources, rights and privileges as those in a classroom-based program. (Education Code 51749.5)

Contract Timelines: Students must complete assigned work and maintain minimum performance levels in order to remain in the I.L.A. Program. High school students will be allowed 22 school days to complete a semester course from the initial assignment date. However, when special or extenuating circumstances justify additional time, the Superintendent or designee may honor the written request of a student or his/her parent or guardian to extend the maximum length of time to complete the course, not to exceed an additional 20 days. Students are expected to earn a minimum of five (5) credits every 22 school days of enrollment in the program. Students in grade 12 who do not complete a semester course within the 22 school days will be denied the privilege of participating in the graduation ceremony at their school of residence. If a student is in violation of any of the criteria listed above, an appeal process is available. All appeals will be made to a committee comprised of the Principal of the school, the student's counselor, and the Director of Secondary Education. **All decisions from the appeal committee are final.** Any student who misses three (3) consecutive assignments and/or appointments, and/or fails to meet this minimum requirement to complete assignments and earn credits will be evaluated, to determine whether it is his/her best interest to remain in the I.L.A. and may be subject to dismissal from the program and returned to a regular program of classroom instruction. (Education Code 51749.5)

Rules: Students are expected to follow all school rules. Inappropriate language and/or behavior may be cause for dismissal from the program. More serious violations, including but not limited to possession or use of any controlled substance, dangerous objects or weapons, will result in a recommendation for suspension or expulsion from the Burbank Unified School District.

Additional Conditions: Students and parents are responsible for all textbooks and instructional materials checked out from the I.L.A. program, and are liable for the cost to replace any of these items lost or damaged by the student. In addition, students are required to report directly to the teacher at the appointed time with all the necessary materials (completed assignments, work in progress, texts, notebooks, writing instruments) and to participate in the instructional activity specified by the teacher. Students who are not successful or do not fulfill the above conditions of participation will be referred to another instructional program.

Independent Learning Academy Academic Honesty Guidelines

Students shall not misrepresent examination materials, research materials, classwork, and/or homework assignments as their own, when in fact they are the work of someone else.

Academic Dishonesty includes but is not limited to the following:

1. Turning in any work, or part thereof, that is not the student's own work;
2. Copying another student's or author's work or class assignment;
3. Allowing another student to copy your work or class assignment;
4. Putting your name on someone else's paper/project;
5. Using a "cheat sheet," cell phone, website or any unauthorized piece of writing on a quiz/test;
6. Giving another student help on an individualized quiz/test;
7. Tampering with the teacher's grade records or tests;
8. Stealing and/or selling quizzes/exams* (*This offense will result in an automatic suspension because of the seriousness of the offense.);
9. Using teacher manuals/solution manuals/online websites/internet searches that have the answer key;
10. Using any material from the Internet without proper citation and appropriate credit.

The teacher grading the class is responsible for determining if academic dishonesty has occurred.

First Offense in a Semester:

- Student will receive a "zero" on the assignment;
- Offense will be recorded in the student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences for subsequent offenses;
- Director will be notified.

Second Offense in the same or any other class in a Semester:

- If the class is an A.P. or Honors class, student may be transferred to a regular class;
- Student will receive a zero on the assignment;
- Student's class grade may be dropped by one letter grade at the teacher and/or supervising teacher's discretion;
- Offense will be recorded in student's records;
- Supervising teacher will contact parent/guardian and warn them of possible consequences of subsequent offenses;
- Director will meet with student, parent/guardian and supervising teacher.

Third or Subsequent Offense in the same or any other class in a Semester:

- Student will receive a zero on the assignment;
- Student may be drop/failed, with no attendance credit, from the class in which he/she committed the third or subsequent offense;
- Offense will be recorded in student's records;
- Director will meet with student, parent/guardian, and supervising teacher;
- Student's placement at ILA will be reevaluated and he/she may be sent back to their school of residence or an alternative school.

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

AGREEMENT: We have read the above conditions for participation, agree to all the terms set forth within, and affirm that this placement is voluntary and is done at the request of the student and parent/guardian in lieu of assignment to a regular classroom.

SIGNATURES DATE

Student: _____ _____

Parent/Guardian: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: Emilie Christe J. _____

Other with Academic Responsibilities: _____ _____

Independent Learning Academy

Request for Extension of Contract Time

Student Name _____ Teacher _____

Date _____

Class _____

Reason for requesting extension: _____

_____

_____

_____

_____

Approved _____ Denied _____

Signature of Superintendent/Designee_____

Date _____

Note: Extensions are not to exceed 20 school days.

Independent Learning Academy

Request for Extension of Contract Time

Student Name _____ Teacher _____

Date _____

Class _____

Reason for requesting extension: _____

_____

_____

_____

_____

Approved _____ Denied _____

Signature of Superintendent/Designee_____

Date _____

Note: Extensions are not to exceed 20 school days.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
SUBMITTED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 6, 2019
SUBJECT:	Approval of 2019-2020 Courses and Instructional Minutes for the Independent Learning Academy

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Background

In the 2014-2015 school year the District began offering courses at the Burbank Independent Learning Academy (ILA). Independent study is a different way of learning. In independent study, a student is guided by a teacher but usually does not take classes with other students every day, unless he or she is dually enrolled at the ILA and a middle or high school. The student works independently and meets with a teacher at least once a week. One of the positives of independent study for high school students is that it provides flexible scheduling and allows students the opportunity to develop as self-directed learners. It also allows them to pursue other interests. While independent study students follow the District-adopted curriculum and meet the District graduation requirements, independent study offers flexibility to meet individual student needs, interests, and styles of learning.

The District selected both APEX and PLATO online curriculum providers as the curriculum for the Independent Learning Academy. These providers were selected because the District is already using some of their courses at the middle and high schools.

District-wide Goals for 2018-2019:

2. Improve student learning and achievement for all students.
5. Expand programs to prepare students for college, post-secondary education, training, and/or the workplace from preschool through adult education.

Discussion/Issues

The District is required to annually certify that the courses offered at the ILA are of the same rigor and educational quality as equivalent classroom based courses. With the growth of the ILA there is a need to expand course offerings to meet the needs of high school students. In addition, the courses must be aligned to the California State Standards. APEX and PLATO realigned all of their respective courses when the standards were approved by the state. Both the APEX and PLATO curriculum are recognized as rigorous and high quality programs as evidenced by the vast majority of the courses being University of California (UC) approved.

The charts below are the specific courses and the instructional minutes for each course that the ILA is offering to students:

Independent Learning Academy
List of Courses
Grades 9-12
2019-2020

Course	Semester/Year	Daily Equivalent Minutes	Total Days	Credits
English 9A APEX	S	240.00	22	5
English 9B APEX	S	240.00	22	5
English 10 A APEX	S	240.00	22	5
English 10B APEX	S	240.00	22	5
English 10A Honors APEX	S	240.00	22	5
English 10B Honors APEX	S	240.00	22	5
English 11A APEX	S	240.00	22	5
English 11B APEX	S	240.00	22	5
English 11A Honors APEX	S	240.00	22	5
English 11B Honors APEX	S	240.00	22	5
English 12A APEX	S	240.00	22	5
English 12B APEX	S	240.00	22	5
English 12A Honors APEX	S	240.00	22	5
English 12B Honors APEX	S	240.00	22	5
AP English Lang A APEX	S	240.00	22	5
AP English Lang B APEX	S	240.00	22	5
AP English Lit A APEX	S	240.00	22	5
AP English Lit B APEX	S	240.00	22	5
Creative Writing APEX	S	240.00	22	5
Media Literacy APEX	S	240.00	22	5
Reading Skills & Strategies APEX	S	240.00	22	5
Writing Skills & Strategies APEX	S	240.00	22	5
World History A APEX	S	240.00	22	5
World History B APEX	S	240.00	22	5
World History Honors A APEX	S	240.00	22	5
World History Honors B APEX	S	240.00	22	5
U.S. History A APEX	S	240.00	22	5

U.S. History B APEX	S	240.00	22	5
U.S. History A Honors APEX	S	240.00	22	5
U.S. History B Honors APEX	S	240.00	22	5
AP U.S. History A APEX	S	240.00	22	5
AP U.S. History B APEX	S	240.00	22	5
Geography & World Cultures APEX	S	240.00	22	5
Ethnic Studies APEX	S	240.00	22	5
Psychology APEX	S	240.00	22	5
Sociology APEX	S	240.00	22	5
Government APEX	S	240.00	22	5
AP Government APEX	S	240.00	22	5
Economics APEX	S	240.00	22	5
AP Micro Economics	S	240.00	22	5
Algebra 1A APEX	S	240.00	22	5
Algebra 1B APEX	S	240.00	22	5
Algebra 2A APEX	S	240.00	22	5
Algebra 2B APEX	S	240.00	22	5
Geometry A APEX	S	240.00	22	5
Geometry B APEX	S	240.00	22	5
Pre Calculus A APEX	S	240.00	22	5
Pre Calculus B APEX	S	240.00	22	5
Calculus A APEX	S	240.00	22	5
Calculus B APEX	S	240.00	22	5
Pre Calculus Honors A APEX	S	240.00	22	5
Pre Calculus Honors B APEX	S	240.00	22	5
AP Calculus AB A APEX	S	240.00	22	5
AP Calculus AB B APEX	S	240.00	22	5
AP Statistics A APEX	S	240.00	22	5
AP Statistics B APEX	S	240.00	22	5
Intro Algebra A APEX	S	240.00	22	5
Intro Algebra B APEX	S	240.00	22	5
Earth Science A APEX	S	240.00	22	5
Earth Science B APEX	S	240.00	22	5
Biology A APEX	S	240.00	22	5
Biology B APEX	S	240.00	22	5
Biology A Honors APEX	S	240.00	22	5
Biology B Honors APEX	S	240.00	22	5

Chemistry A APEX	S	240.00	22	5
Chemistry B APEX	S	240.00	22	5
Chemistry A Honors APEX	S	240.00	22	5
Chemistry B Honors APEX	S	240.00	22	5
Physics A APEX	S	240.00	22	5
Physics B APEX	S	240.00	22	5
Environmental Science A APEX	S	240.00	22	5
Environmental Science B APEX	S	240.00	22	5
Spanish 1A APEX	S	240.00	22	5
Spanish 1B APEX	S	240.00	22	5
Spanish 2A APEX	S	240.00	22	5
Spanish 2B APEX	S	240.00	22	5
Spanish 3A APEX	S	240.00	22	5
Spanish 3B APEX	S	240.00	22	5
French 1A APEX	S	240.00	22	5
French 1B APEX	S	240.00	22	5
French 2A APEX	S	240.00	22	5
French 2B APEX	S	240.00	22	5
PE 9A APEX	S	240.00	22	5
PE 9B APEX	S	240.00	22	5
PE 10-12 A APEX	S	240.00	22	5
PE 10-12 B APEX	S	240.00	22	5
Health/Careers A APEX	S	240.00	22	5
Health/Careers B APEX	S	240.00	22	5
Art Appreciation APEX	S	240.00	22	5
Informational Technology APEX	S	240.00	22	5
Music Appreciation A APEX	S	240.00	22	5
Music Appreciation B APEX	S	240.00	22	5
High School minutes are based on: 65,400 minutes per year				

Independent Learning Academy
List of Courses
Grade 8
2019-2020

Course	Semester/Year	Daily Equivalent Minutes	Total Days
English 8A APEX	S	240.00	22
English 8B APEX	S	240.00	22
Math 8A APEX	S	240.00	22
Math 8B APEX	S	240.00	22
Science 8A APEX	S	240.00	22
Science 8B APEX	S	240.00	22
PE 8A APEX	S	240.00	22
PE 8B APEX	S	240.00	22
Social Studies 8A APEX (U.S. History)	S	240.00	22
Social Studies 8B APEX (U.S. History)	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Independent Learning Academy
List of Courses
Grade 7
2019-2020

Course	Semester/Year	Daily Equivalent Minutes	Total Days
English 7A APEX	S	240.00	22
English 7B APEX	S	240.00	22
Math 7A APEX	S	240.00	22
Math 7B APEX	S	240.00	22
Science 7A APEX	S	240.00	22
Science 7B APEX	S	240.00	22
PE 7A APEX	S	240.00	22
PE 7B APEX	S	240.00	22
Social Studies 7A APEX (World History)	S	240.00	22
Social Studies 7B APEX (World History)	S	240.00	22
Middle School minutes are based on:			
63,525 minutes per year			

Fiscal Implications

No additional costs.

Recommendations

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2019 through June 30, 2020, as presented.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Assistant II
DATE:	June 6, 2019
SUBJECT:	Approval of Data Use Agreement with CORE Districts and California Education Partners

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Background:

The Burbank Unified School District has been participating in a statewide math collaborative to address the overall low achievement on the math portion of the CAASPP, and in particular to address the achievement gap for special populations. This collaborative is made possible by the California Education Partners whose mission is to "seed and grow collaborations among California's school systems, so that they innovate, improve, and build internal capacity as learning organizations in order to close gaps and lead high performing, equitable schools that serve all students well for the 21st century." In particular, the vision of the organizations is that, "School systems throughout California work together and learn from each other in innovative, transformative ways, so that all students succeed and are empowered as life-long learners who contribute in a global society."

District-Wide Goals for 2018-2019:

3. Continue to align all instruction and learning to California State Standards.

Discussion/Issues:

As a member of the statewide math collaborative, the expectation is for each participating district to share data around student performance. This is to evaluate the work of the collaborative for effectiveness and to allow the participants to make course corrections if necessary. The district insisted on additional protections for student data, so that no student would ever be individually identified. The joinder was added to address the concerns and specifically states that the district will assign a numerical value (not the student's permanent identification number) before transmission of the data to California Education Partners. The data that the collaborative is interested in is student achievement and student demographics.

Fiscal Impact:

There is no fiscal impact to the district.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends the Board of Education approve the Data Use Agreement between the Burbank Unified School District and CORE Districts and California Education Partners, effective June 7, 2019 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

ATTACHMENT B – Data Use Agreement

AGREEMENT FOR CONFIDENTIAL DATA EXCHANGE BETWEEN SCHOOL DISTRICT AND CORE DISTRICTS

This Data Use and Confidentiality Agreement ("Data Use Agreement") between School District (as identified and signed in the joinder, Attachment E), and CORE Districts (referred to as CORE) with subcontractors Education Analytics (hereinafter referred to as EA), and Panorama Education (hereinafter referred to as PE), as well as with the CORE Research Partner at Policy Analysis for California Education (hereinafter referred to as PACE). Together, EA and PE are referred to as the "CORE Measurement Sub-Contractors" below. PACE is referred to as the "CORE Research Partner." This Data Use Agreement describes the means to be used by the CORE Measurement Sub-Contractors and CORE Research Partner to ensure the confidentiality and security and terms of use for information and data exchanged between School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner for the purposes stated below. Within the scope of this agreement, confidential data may be exchanged between and amongst School District, the CORE Measurement Sub-Contractors, and the CORE Research Partner.

I. GENERAL TERMS

A. PURPOSE

The CORE Measurement Sub-Contractors have entered into service and measurement/analytical support partnerships with the CORE Districts (hereinafter, CORE). PACE[1] has a continued research support partnership with the CORE Districts. CORE is a non-profit organization comprised of member California school districts. The purpose of this Agreement is to assist School District, a member of the CORE Data Collaborative, to participate in measurement, analytics, reporting and research based upon CORE's school quality improvement indicator system. The CORE Measurement Sub-Contractors will collect and utilize longitudinal administrative data specific to the School Quality Improvement Index indicators and including related indicators in order to provide reporting to School District leaders and practitioners. Further, the CORE Research Partner will collect and archive longitudinal administrative data from the CORE data system to conduct policy analyses for School District leaders, School District practitioners and the public in order to support the continuous improvement in K-12 education. Public policy and other research questions to be addressed using the CORE Data Archive managed by our CORE Research Partner will be developed in collaboration with participating CORE Data Collaborative districts and representatives of CORE.

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[1] Policy Analysis for California Education (PACE) is an independent, non-partisan research center based at Stanford University, in partnership with the University of Southern California and the University of California – Davis. Founded in 1983, PACE seeks to define and sustain a long-term strategy for comprehensive policy reform and continuous improvement in performance at all levels of California's education system, from early childhood to postsecondary education and training. PACE bridges the gap between research and policy, working with scholars from leading universities and research institutes in California and beyond and with state and local policymakers to increase the impact of academic research on educational policy in California. PACE works with a network of approximately 50 policy scholars from all of the leading research universities in California, both public and private.

B. NATURE OF DATA

To further the achievement of the above stated purposes, School District will provide the CORE Measurement Sub-Contractors, and, in some cases, the CORE Research Partner with data extracts from the School District data systems to include data elements, identified in **Attachment C**, necessary to produce and report the measures involved in CORE's school quality improvement data system, and to engage in meaningful analytics and research.

School District may also provide the CORE Measurement Sub-Contractors and/or CORE Research Partner with any additional items required to answer research questions defined by School District alone or with other CORE participants.

School District warrants that it has the authority to provide such data to the CORE Measurement Sub-Contractors and to the CORE Research Partner under the terms of this Agreement, and that School District will not be in breach of any law or representations to any person by providing such information to CORE Measurement Sub-Contractors and/or the CORE Research Partner.

These data extracts will include historical information wherever possible. Additional data elements may be provided at the discretion of School District.

The CORE Measurement Sub-Contractors and/or CORE Research Partner may collect data that contain confidential information, the disclosure of which is restricted by a provision of law. Some examples of "confidential information" include, but are not limited to, "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act and "personal information" about students as defined by the Code of Federal Regulations CFR Title 34 Volume 1 Part 99.3.

C. TRANSFER OF DATA

School District and the CORE Measurement Sub-Contractors and CORE Research Partner shall use a secure electronic means and schedule for transferring confidential information. School District will create data extracts according to specifications provided by CORE. Extracts will be updated using a mutually agreed upon schedule (generally through annual submission the summer). Generally, data will be transferred by School District or their Partnering Education Agency to CORE's Measurement Sub-Contractors. For research and policy analysis purposes, such data or analyzed versions of such data may be transferred between and amongst CORE Sub-Contractors and CORE Research Partner as named in this Data Use Agreement; this agreement also covers the transfer of data from School District directly to the CORE Research Partner.

D. PERIOD OF AGREEMENT

This Agreement shall be effective from the signing of this agreement through June 30, 2025, unless terminated earlier by either party pursuant to Section F.

E. CORE DISTRICTS RESPONSIBILITIES

CORE agrees to the following confidentiality statements:

1. CORE acknowledges that these data are confidential data and proprietary to School District, and agree to protect such information from unauthorized disclosures and comply with all applicable confidentiality laws which may include but is not limited to, the Health Insurance Portability and

Accountability Act (HIPAA), the California Education Code and the Family Education Rights and Privacy Act (FERPA) as set forth in this agreement. The CORE Measurement Sub-Contractors and the CORE Research Partner are responsible for complying with all applicable District, Local, State and Federal confidentiality laws and regulations.

2. The CORE Measurement Sub-Contractors and CORE Research Partner will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use Agreement.

3. The CORE Measurement Sub-Contractors and CORE Research Partner shall (a) instruct all staff with access to confidential information about the requirements for handling confidential information (b) provide all staff with access to confidential information statements of organizational policies and procedures for the protection of human subjects and data confidentiality and (c) notify staff of the sanctions against unauthorized disclosure or use of confidential and private information. Other than as provided herein, no confidential data will be released by the CORE Measurement Sub-Contractors and CORE Research Partner.

4. The CORE Measurement Sub-Contractors and CORE Research Partner shall not assign this Agreement or any portion thereof to a third party without the prior written consent of School District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement. For clarification purposes, members of the PACE network who have signed a separate affiliated researcher agreement with PACE are not considered a third party.

5. The CORE Measurement Sub-Contractors and CORE Research Partner will use any information which could potentially allow the identification of any individual only for the purpose of creating the data sets using aggregate data and analyzing the data. The CORE Measurement Sub-Contractors and CORE Research Partner will not use or further disclose the information accessed or received other than as permitted by this Data Use Agreement or as otherwise required by law.

6. The CORE Measurement Sub-Contractors and CORE Research Partner will publically report only aggregate data and will not publicly report any individual data, nor will data be reported in a manner that permits indirect identification of any individual. At the direction of School District, the CORE Measurement Sub-Contractors and CORE Research Partner may provide School District leaders and practitioners secure, private access to School District student level data in alignment with School District's permission and security policies and procedures. This paragraph will survive the termination of this Agreement.

7. The CORE Measurement Sub-Contractors and CORE Research Partner will not contact the individuals included in the data sets without written consent from School District.

8. The CORE Measurement Sub-Contractors and CORE Research Partner agree to obtain written approval from School District prior to engaging any additional subcontractors or research partners to perform any services requiring access to any individually identifiable information. Notwithstanding the forgoing, the parties agree that CORE Research Partner may engage additional members of the PACE network who have signed a separate affiliated researcher agreement with PACE to perform research services. PACE affiliated researchers will only utilize student data that is

stripped of official state and district identifiers, and researchers will access data housed on a Stanford secure folder with restricted access.

9. The CORE Measurement Sub-Contractors and CORE Research Partner shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by School District.

10. The CORE Measurement Sub-Contractors and CORE Research Partner shall use the data only for the purpose stated above. These data shall not be used for personal gain or profit.

11. The CORE Measurement Sub-Contractors and CORE Research Partner shall keep all information furnished by School District in a space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means. No data will be stored unencrypted on laptop computers or other portable computing devices or media, e.g., flash drives, etc.

12. The CORE Measurement Sub-Contractors and CORE Research Partner shall permit examination and on-site inspections by School District upon reasonable advance notice for the purpose of ascertaining whether the terms of this Agreement are being met.

F. TERMINATION

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL or FedEx):
   a. By CORE or School District immediately in the event of a material breach of this Agreement by the other party.
   b. By CORE or School District upon 30 days notice to the other party.
   c. By CORE Research Partner or Measurement Subcontractors upon 30 days notices to CORE Districts.

2. Upon ninety (90) days written notice from School District, the CORE Measurement Sub-Contractors and CORE Research Partner shall delete all confidential and/or sensitive information promptly so that it is no longer accessible for analysis and exists only on a temporary back-up server that is encrypted. The CORE Measurement Sub-Contractors and CORE Research Partner shall also securely destroy all physical media (e.g., data on CDs or USB drives) containing confidential and/or sensitive information utilizing a mutually approved method of confidential destruction, which may include shredding, burning, or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. In the absence of such notice, the CORE Measurement Sub-Contractors and CORE Research Partner may continue to use such data for research, education or related purposes; or to meet CORE public reporting requirements.

G. PARTY LIABILITY; LIMITATION OF DAMAGES

1. The parties agree to defend, indemnify, and hold each other harmless from and against any

loss, claim, or damage arising from the negligent acts or omission of their own officers, employees, students or agents in the performance of their duties under this Agreement.

2. EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY, THEIR TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES SHALL BE LIABLE FOR PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

H. DISPUTES

In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.

I. GENERAL UNDERSTANDING

1. This Agreement contains the entire understanding of the parties and may only be amended in writing signed by the parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to be one and the same document. The parties may sign and deliver this Agreement by facsimile or using other electronic means (including digital signatures). Copies of this Agreement shall be treated as originals.
2. This Agreement constitutes the full and complete agreement between the parties, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto.
3. This Agreement shall be governed by and construed under the laws of the State of California. Venue for any proceeding relating to enforcement of this Agreement shall be in the California state courts located in Sacramento County, California.
4. Any waiver by a party of a violation of any provision of this Agreement shall not bar any action for subsequent violations of the Agreement.

J. Signatures

Signed:

CORE DISTRICTS

Rick Miller, Executive Director

2/15/2019
Date

PACE AT STANFORD UNIVERSITY

Paul Kim, Chief Technology Officer and Assistant Dean of the Graduate School of Education at Stanford University

2/5/19
Date

PANORAMA EDUCATION

Aaron Feuer
Aaron Feuer, CEO

02 / 15 / 2019
Date

EDUCATION ANALYTICS

Andrew Rice, VP Research & Operations

2/15/2019
Date

ATTACHMENT C:
SPECIFIC DATA ELEMENTS REPORTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)		
Data Element(s) (Applies to all students in grades P-12 unless noted otherwise)	Variables to Include (Subject to Adjustment)	Additional Notes
Enrollment, Attendance and Discipline (student level data, for each school of attendance)		
Days enrolled	Student ID, CDS code (14 digits), total days enrolled	Key indicator
Days present (alternative: Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent)	Key indicator
School entry and leave date	Student ID, CDS code (14 digits), entry date, leave date	Key indicator
Total number of out of school suspensions (alternatively, each suspension per student is listed in a separate row)	Student ID, CDS code (14 digits), suspension count	Key indicator
Expulsion flag	Student ID, CDS code (14 digits), expulsion flag (yes or no)	Key indicator
Course Information, Graduation Information, Program Information and Staff Information		
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, Calpad course code, district course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information	Key/additional indicator
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID	Additional indicator
Program information	Program participation, program dosage, program performance	Additional indicator
Unweighted end of the year GPA (based only on fall and spring semesters) for 6th to 12th grades	Student ID, CDS code (14 digits), unweighted end of year GPA	Key/additional indicator
High school graduation flag	Student ID, CDS code (14 digits), graduation indicator	Additional indicator
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year	Additional indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 5.12.16)		
Data Element(s) Applies to all students in grades K-12 unless noted otherwise	Variables to Include (Subject to Adjustment)	Additional Notes
School Information		
School level data	School name, CDS code (14 digits), district code, grades served, school level, SIG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)	
College Going Information		
College going data	Examples include college application data, college persistence data, college completion data	Additional Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 3.5.19)		
Data Element(s) *Applies to all students K-12 unless noted otherwise*	Variables to Include (subject to adjustment)	Additional Notes
Standardized Tests [student level data]		
SBAC Summatives all grades (3-11} & Subjects (ELA & Math)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (If available), score, performance band, etc.	Key Indicator
SBAC and/or other interim/benchmark assessments	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (If available), score, performance band, etc.	Additional Indicator
CELDT and ELPAC information	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (If available), score, performance band, etc.	Key/additional indicator
Other standardized test results (e.g., AP, IB, SAT, ACT)	Student ID, CDS code (14 digits), grade level, subject, sub-subject/sub-compenent (If available), score, performance band, etc.	Additional Indicator
Student Characteristics [student level data]		
Student demographics	Student district ID, Student state ID, gender, grade level, race/ethnicity, free/reduced lunch status, mother education attainment, father education attainment, first U.S. school entry date	Key Indicator
District entry date	Student ID, district entry date	Key Indicator
Special Education flag	Student ID, special education flag (Yes or no)	Key Indicator
English Language information	Student ID, EL status (EL or RFEP), date identified as EL, date reclassified as RFEP	Key Indicator
Foster care and homeless flags	Student ID, foster care flag (yes or no), homeless flag (yes or no)	Key Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 3.5.19)		
Data Element(s) *Applies to all students K-12 unless noted otherwise*	Variables to Include (subject to adjustment)	Additional Notes
Enrollment, Attendance, and Discipline [student level data for *each school of attendance*]		
Days enrolled	Student ID, CDS code (14 digits), total days enrolled	Key Indicator
Days present (alternative: Days absent)	Student ID, CDS code (14 digits), total days present (alternative: total days absent)	Key Indicator
School entry and leave date	Student ID, CDS code (14 digits), entry date, leave date	Key Indicator
Total number of **out of school** suspensions (alternatively, each suspension per student is listed in a separate row)	Student ID, CDS code (14 digits), suspension count	Key Indicator
Expulsion flag	Student ID, CDS code (14 digits), expulsion flag (yes or no)	Key Indicator
Course Information, Graduation Information, Program Information, and Staff Information		
Course information	Student ID, CDS code (14 digits), semester (e.g., fall or spring), department (subject area), name of course, Cal pad course code, district course code, credits earned, course marks, flag for required 8th grade courses, potentially flags for other course identifiers (e.g., AP, IB, concurrent enrollment, career pathway information), and teacher-student-course linkage information	Key/additional indicator
Staff information	Role, years of experience, demographics (race/ethnicity, gender), education/certification, staff ID	Additional Indicator
Program information	Program participation, program dosage, program performance	Additional Indicator
Unweighted end of the year GPA (based only on fall and spring semesters) for 6th to 12th grades	Student ID, CDS code (14 digits), unweighted end of year GPA	Key/additional indicator
High school graduation flag	Student ID, CDS code (14 digits), graduation indicator	Additional Indicator
Students in graduation cohort	Student ID, CDS code (14 digits), cohort year	Additional Indicator

Attachment C - SPECIFIC DATA ELEMENTS THAT MAY BE INCLUDED IN THE CORE DATA COLLABORATIVE (UPDATED 3.5.19)		
Data Element(s) *Applies to all students K-12 unless noted otherwise*	Variables to Include (subject to adjustment)	Additional Notes
School Information		
School level data	School name, CDS code (14 digits), district code, grades served, school level, SIG status and year, charter status, type of school (credit recovery programs, independent study schools, schools for students with severe disabilities, schools for expelled students, and early childhood education programs)	
College Going Information		
College going data	Examples include college application data, college persistence data, college completion data	Additional Indicator

Attachment D

Joinder Agreement – Burbank Unified School District and CORE Districts Data Use Agreement

This Joinder Agreement (hereinafter referred to as "Joinder") is effective as of June 7, 2019 by and among the undersigned Burbank Unified School District (hereinafter referred to as BUSD), whose address is listed on the signature page hereto, and the parties to that certain Data Use and Confidentiality Agreement dated February 2019 ("the Data Use Agreement").

BUSD hereby agrees that upon execution of this Joinder, BUSD shall be bound by all of the terms and conditions of the Data Use Agreement and shall be deemed a party to such Data Use Agreement in all respects.

This Joinder, together with the Data Use Agreement, represents the entire agreement and understanding between the parties with respect to its subject matter. The Joinder, together with the Data Use Agreement, supersedes all prior or contemporaneous discussions, representations, or agreement, whether written or oral, of the parties regarding this subject matter.

As the data in this Data Use Agreement is part of a collective project for the California Education Partners Networks for School Improvement, LEA data will be uploaded by the LEA to a secure FTP location viewable only to the LEA, Education Analytics (EA) staff and designated CAED staff. Designated CAED staff and/or EA staff will move those data into a CAED secure FTP location viewable only to designated CAED staff and EA staff, where it will be processed for analysis.

Data transmitted by the BUSD will be assigned a numerical identifier prior to transmission. No student names will be transmitted in the process.

Further, required data elements for the Bill and Melinda Gates Foundation (BMFG) funded Network for School Improvement will be de-identified by EA, and then transmitted to the BMFG Data Services Provider (Double Line). These de-identified data may also be shared with the BMFG evaluator (Center for Public Research and Leadership at Columbia Law School). BMFG may request the use of this deidentified data for further analysis and research by a yet to be determined external evaluator. Should that come to pass, CAED will contact the signatory and your program lead for CAED programming, providing up to five business days to approve access.

As part of this project, CAED NSI districts will have the opportunity to self-select in to studies conducted by Policy Analysis for California Education (PACE) based at Stanford University. CAED will manage that selection process as research opportunities arise. PACE may choose to partner with affiliated researchers. Affiliated researchers will be provided de-identified data for these research purposes.

Finally, if BUSD chooses to administer surveys through Panorama Education, Inc., at the LEA's direction, Panorama will transmit survey data directly to EA for processing.

BUSD

Signature:	Name: Matt Hill
Title: Superintendent	Phone: (818) 729-4422
Address: 1900 W. Olive Avenue Burbank, CA 91506	Email: matthill@burbanksd.org

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	John M. Paramo, Director of Secondary Education
PREPARED BY:	John M. Paramo, Director of Secondary Education
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	June 6, 2019
SUBJECT:	Second Reading and Approval of Middle School Social Science Textbook (Lottery Textbook Fund)

Background:

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

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

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

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

Discussion and Issues:

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

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

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

Fiscal Impact:

The fiscal impact of the Middle School Social Studies Textbook Adoption:

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9780328958795	ANCIENT WORLD CALIFORNIA 2019 STUDENT EDITION GRADE 6	$ 87.47	605	0	$ 52,919.35	$ -
9780328969838	ANCIENT WORLD HISTORY CALIFORNIA 2019 SPANISH EDITION +DIGITAL COURSEWARE 8 YEAR LICENSE GRADE 6	$ 123.97	0	105	$ -	$ 13,016.85
9781418285005	ANCIENT WORLD HISTORY CALIFORNIA 2019 STUDENT PLUS BUNDLE 8-YEAR LICENSE GRADE 6	$ 134.97	0	1230	$ -	$ 166,013.10
9780328958801	ANCIENT WORLD CALIFORNIA 2019 TEACHER EDITION GRADE 6	$ 207.97	16	0	$ 3,327.52	$ -
9780328958801	ANCIENT WORLD CALIFORNIA 2019 TEACHER EDITION GRADE 6	$ 207.97	2	0	$ 415.94	$ -
9780328964543	ANCIENT WORLD CALIFORNIA 2019 JOURNAL ANSWER KEY GRADE 6	$ 12.47	16	0	$ 199.52	$ -
9781418273408	ANCIENT WORLD CALIFORNIA 2019 SPANISH STUDENT EDITION ANSWER KEY GRADE 6	$ 19.97	2	0	$ 39.94	$ -
	GRADE 6 SUBTOTAL				**$ 62,480.41**	**$ 179,029.95**

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9780328960149	MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA STUDENT EDITION GRADE 7	$ 87.47	465	0	$ 40,673.55	$ -
9780328969852	MEDIEVAL EARLY MODERN TIMES 2019 SPANISH CALIFORNIA STUDENT EDITION GRADE 7	$ 92.97	60		$ 5,578.20	$ -
9781418288365	MEDIEVAL EARLY MODERN TIMES 2019 SPANISH CALIFORNIA STUDENT EDITION +DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 7	$ 123.97	0	105	$ -	$ 13,016.85
9781418284800	MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA STUDENT PLUS BUNDLE 8-YEAR LICENSE GRADE 7	$ 134.97	0	1260	$ -	$ 170,062.20
9780328960156	MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA TEACHER EDITION GRADE 7	$ 207.97	14	0	$ 2,911.58	$ -
9780328960156	MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA TEACHER EDITION GRADE 7	$ 207.97	2	0	$ 415.94	$ -
9780328964567	MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA JOURNAL ANSWER KEY GRADE 7	$ 12.47	14	0	$ 174.58	$ -
9781418286675	MEDIEVAL EARLY MODERN TIMES CLAIFORNIA 2019 SPANISH STUDENT EDITION ANSWER KEY GRADE 7	19.97	2	0	$ 39.94	$ -
	GRADE 7 SUBTOTAL				**$ 49,793.79**	**$ 183,079.05**

ISBN	DESCRIPTION	PRICE	FREE QTY	CHARGED QTY	FREE AMOUNT	TOTAL CHARGED
9780328960187	MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 STUDENT EDITION GRADE 8	$ 87.47	360	0	$ 31,489.20	$ -
9780328969876	MIDDLE GRADES AMERICAN HISTORY 2019 SPANISH CALIFORNIA STUDENT EDITION GRADE 8	$ 92.97	60	0	$ 5,578.20	$ -
9781418288389	MIDDLE GRADES AMERICAN HISTORY 2019 +DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 8	$ 123.97	0	105	$ -	$ 13,016.85
9781418284909	MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA STUDENT PLUS BUNDLE 8 YEAR LICENSE GRADE 8	$ 134.97	0	1260	$ -	$ 170,062.20
9780328960194	MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 TEACHER EDITION GRADE 8	$ 207.97	11	0	$ 2,287.67	$ -
9780328960194	MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 TEACHER EDITION GRADE 8	$ 207.97	2	0	$ 415.94	$ -
9780328964574	MIDDLE GRADES AMERICAN HISTORY TO 1914 CALIFORNIA 2019 JOURNAL ANSWER KEY GRADE 8	$ 12.47	11	0	$ 137.17	$ -
9781418286651	MIDDLE GRADES AMERICAN HISTORY TO 1914 CALIFORNIA 2019 SPANISH JOURNAL ANSWER KEY GRADE 8	19.97	2	0	$ 39.94	$ -
	GRADE 8 SUBTOTAL				**$ 39,948.12**	**$ 183,079.05**

GRADE 6	$ 179,029.95
GRADE 7	$ 183,079.05
GRADE 8	$ 183,079.05
GRAND TOTAL	**$ 545,188.05**

The cost will be paid from appropriation number, 01.0-63000-0-11100-10000-4110-742-9000 (lottery textbook funds)

Recommendation:

John Paramo, Director, Secondary Education, recommends that the Board of Education adopt the Pearson California History-Social Science myWorld Interactive English/Spanish, Ancient World History California 2019 Spanish Edition +Digital Courseware 8-year license, Grade 6, ISBN 9780328969838, Ancient World History California 2019 Student Plus Bundle 8-year License, Grade 6, ISBN 9781418285005, Medieval Early Modern Times 2019 Spanish California Student Edition +Digital Courseware 8 Year License, Grade 7, ISBN 9781418288365, Medieval Early Modern Times California Student Plus Bundle 8-Year License, Grade 7, ISBN 9781418284800, Middle Grades American History 2019 +Digital courseware 8-year license, Grade 8, ISBN 9781418288389, Middle Grades American History 2019 California Student Plus Bundle 8-year License, Grade 8, ISBN 9781418284909, not to exceed $545,188.05 (01.0-63000-0-11100-10000-4110-742-9000 - Lottery Textbook Funds), as presented.



John Paramo

Burbank Unified School Dist
1900 W Olive Ave
Burbank, CA 91506-2438
United States

Quote Number: 77057-1

Quote Creation Date: 04-23-2019

Quote Expiration Date: 09-30-2019

Quote Release: 1

Burbank Unified School District-myWorld Interactive English/Spanish

Price Quote Summary

Solution	Base Amount	Free Amount	Total
Pearson California History-Social	$ 545,188.05	$ 152,222.38	$ 545,188.05
Solution Subtotal	**$ 545,188.05**	**$ 152,222.38**	**$ 545,188.05**
Shipping & Handling			**$ 0.00**
Total			**$ 545,188.05**

Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
Pearson California History-Social Science myWorld Interactive Secondary						
Grade 8 ©2019						
9780328960187	** MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 STUDENT EDITION GRADE 8	$87.47	360	0	$31,489.20	$0.00
9780328969876	** MIDDLE GRADES AMERICAN HISTORY 2019 SPANISH CALIFORNIA STUDENT EDITION GRADE 8	$92.97	60	0	$5,578.20	$0.00
9781418288389	** MIDDLE GRADES AMERICAN HISTORY 2019 SPANISH CALIFORNIA STUDENT EDITION +DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 8	$123.97	0	105	$0.00	$13,016.85
9781418284909	** MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA STUDENT PLUS BUNDLE 8- YEAR LICENSE GRADE 8	$134.97	0	1,260	$0.00	$170,062.20
9780328960194	** MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 TEACHER EDITION GRADE 8	$207.97	11	0	$2,287.67	$0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328960194	** MIDDLE GRADES AMERICAN HISTORY 2019 CALIFORNIA TO 1914 TEACHER EDITION GRADE 8	$207.97	2	0	$415.94	$0.00
9780328964574	** MIDDLE GRADES AMERICAN HISTORY TO 1914 CALIFORNIA 2019 JOURNAL ANSWER KEY GRADE 8	$12.47	11	0	$137.17	$0.00
9781418286651	** MIDDLE GRADES AMERICAN HISTORY TO 1914 CALIFORNIA©2019 SPANISH STUDENT EDITION ANSWER KEY GRADE 8	$19.97	2	0	$39.94	$0.00
	Grade 8 ©2019 Subtotal				**$ 39,948.12**	**$ 183,079.05**
Grade 7 ©2019						
9780328960149	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA STUDENT EDITION GRADE 7	$87.47	465	0	$40,673.55	$0.00
9780328969852	** MEDIEVAL EARLY MODERN TIMES 2019 SPANISH CALIFORNIA STUDENT EDITION GRADE 7	$92.97	60	0	$5,578.20	$0.00
9781418288365	** MEDIEVAL EARLY MODERN TIMES 2019 SPANISH CALIFORNIA STUDENT EDITION + DIGITAL COURSEWARE 8-YEAR LICENSE GRADE 7	$123.97	0	105	$0.00	$13,016.85
9781418284800	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA STUDENT PLUS BUNDLE 8-YEAR LICENSE GRADE 7	$134.97	0	1,260	$0.00	$170,062.20
9780328960156	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA TEACHER EDITION GRADE 7	$207.97	14	0	$2,911.58	$0.00
9780328960156	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA TEACHER EDITION GRADE 7	$207.97	2	0	$415.94	$0.00
9780328964567	** MEDIEVAL EARLY MODERN TIMES 2019 CALIFORNIA JOURNAL ANSWER KEY GRADE 7	$12.47	14	0	$174.58	$0.00
9781418286675	MEDIEVAL EARLY MODERN TIMES CALIFORNIA©2019 SPANISH STUDENT EDITION ANSWER KEY GRADE 7	$19.97	2	0	$39.94	$0.00
	Grade 7 ©2019 Subtotal				**$ 49,793.79**	**$ 183,079.05**
Grade 6 ©2019						
9780328958795	** ANCIENT WORLD CALIFORNIA 2019 STUDENT EDITION GRADE 6	$87.47	605	0	$52,919.35	$0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780328969838	** ANCIENT WORLD HISTORY CALIFORNIA 2019 SPANISH STUDENT EDITION GRADE 6	$92.97	60	0	$5,578.20	$0.00
9781418274788	** ANCIENT WORLD HISTORY CALIFORNIA 2019 SPANISH STUDENT EDITION + DIGITALCOURSEWARE 8-YEAR LICENSE GRADE 6	$123.97	0	105	$0.00	$13,016.85
9781418285005	** ANCIENT WORLD HISTORY CALIFORNIA 2019 STUDENT PLUS BUNDLE 8-YEAR LICENSEGRADE 6	$134.97	0	1,230	$0.00	$166,013.10
9780328958801	** ANCIENT WORLD CALIFORNIA©2019 TEACHER EDITION GRADE 6	$207.97	16	0	$3,327.52	$0.00
9780328958801	** ANCIENT WORLD CALIFORNIA©2019 TEACHER EDITION GRADE 6	$207.97	2	0	$415.94	$0.00
9780328964543	** ANCIENT WORLD CALIFORNIA 2019 JOURNAL ANSWER KEY GRADE 6	$12.47	16	0	$199.52	$0.00
9781418273408	** ANCIENT WORLD CALIFORNIA©2019 SPANISH STUDENT EDITION ANSWER KEY GRADE 6	$19.97	2	0	$39.94	$0.00
	Grade 6 ©2019 Subtotal				**$ 62,480.47**	**$ 179,029.95**
	Pearson California History-Social Science myWorld Interactive Secondary Subtotal				**$ 152,222.38**	**$ 545,188.05**
	Solution Subtotal				**$ 152,222.38**	**$ 545,188.05**
				Shipping and Handling		**$ 0.00**
					Total	**$ 545,188.05**

**** Contract Pricing has been applied to these items**

Addendum

To place your order please submit a copy of this price quote with your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form, fax or by mail. Please submit your PO and price via one of the following methods:

e-Form: https://pearsonnacommunity.force.com/support/s/pearson-order-form
Fax: 1-877-260-2530
Mail: Pearson Education, P.O. Box 6820, Chandler, AZ 85246

Pearson does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.
For questions regarding your order please call Customer Service: 1-800-848-9500 .

Price quote: This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

Shipping & handling charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Pearson warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

Taxes: All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

Platforms: Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access . Customers will be notified of any change prior to the beginning of the new school year.

Return Policy: If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Pearson within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

Consumable Worktexts: Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year.Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: https://www.k12pearson.com/worktext-subscription.

Annual subscriptions for iLit and Successmaker: Products automatically renew on the anniversary date of the original purchase and will be invoiced accordingly, unless otherwise specified. If you wish to cancel, please let us know in writing prior to the date of renewal by emailing k12customerservice@pearson.com .

Technical support services are included with purchase of Pearson digital products eform: https://pearsonnacommunity.force.com/support/s/k12-curriculum-support-form phone: 1-800-234-5832

MyPearson Training which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. https://mypearsontraining.com/

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Bond Accounting Software, California Financial Services (CFS) (Bond Fund)

Background:

The District has been in contract with California Financial Services (CFS) since 2016 for its bond accounting software program.

Discussion/Issues:

CFS KeyAnalytics Project Tracking and Reporting services will provide the following:

- Track all major revenue/funding sources identified by the DISTRICT that are being utilized to fund the DISTRICT's School Funding Program including G.O. Bonds, COPs, State grants, developer mitigation revenues, and other capital facilities financing and funding sources, if applicable, into the ***CFS InternetAccess*** comprehensive and cumulative reporting system.
- Track the School Funding Program revenue/funding sources identified by the DISTRICT so that each revenue source can be viewed individually and in a combined manner.
- Establish budget categories, as identified by the DISTRICT, for each authorized school project, project component, and revenue/funding source(s).
- Upload DISTRICT export files on a monthly basis, or more frequently when available, to the CFS InternetAccess platform.
- Reconcile CFS InternetAccess system records with DISTRICT Fiscal reports and balance 9110 Cash Balances, Current Liabilities, Total Expenditures, and Total Encumbrances with each system upload.
- Report disbursement of funds from each revenue source for each school project and each expenditure category, as directed by the DISTRICT.
- Track cumulative fund account activities (across fiscal years) for each DISTRICT Capital Facilities Fund account including but not limited to Building Fund 21, State Fund 35, Developer Fee Fund 25, and other Capital Facility and/or Municipal Funding Program fund accounts (including Trustee bank accounts where applicable), as identified by the DISTRICT, as applicable.
- Prepare a periodic COMPREHENSIVE FACILITY PROJECT BUDGET AND CASH FLOW UPDATE REPORT that includes a summary of budgets, encumbrances, disbursements,

remaining balances, and an overview of the active School Funding Program projects at a mutually agreed upon frequency as circumstances dictate.

- Assist in preparing periodic reports for the DISTRICT's Proposition 39 bond School Facilities Oversight Committee ("SFOC") that includes project and account information from the CFS InternetAccess platform.
- Prepare specialty on-line reports by school campus and by project scope that will be linked to the District's website for easy access of information to the community regarding the DISTRICT's G.O. Bond measure proceeds.
- Assist in preparing data and reports associated with the filing of the SAB 50-06 Expenditure Reports subject to DISTRICT review and confirmation;
- Provide assistance with OPSC audit inquiries and responses, where applicable (billed on an hourly basis at the CONSULTANT's stated consulting rate provided herein);
- Provide initial and ongoing training to DISTRICT staff including transition training as staff and job descriptions change within the DISTRICT and/or the CONSULTANT incorporates supplemental features into the CFS InternetAccess platform.
- Provide up to 5 gigabytes of storage for critical documents associated with the School Funding Program in the CFS InternetAccess platform's DATA VAULT; and
- Provide the DISTRICT's authorized staff with user names and passwords in order to enable web access to the InternetAccess platform.
- Local Compliance Services including preparing the following Specialized Reports:
    a. Assist the DISTRICT in providing documentation and information needed to comply with the local requirements established by the DISTRICT's Governing Board, municipal securities statutes, and internal accounting/auditing policies and procedures, including:
        1) Prepare periodic SFOC/community updates as needed; and
        2) Assist DISTRICT auditors by providing the data necessary to complete the annual audits required by for Proposition 39 authorized G.O. Bonds, if applicable.
    b. Assist DISTRICT auditors by providing requested information needed to complete the year-end closeout of DISTRICT funds and outstanding municipal securities obligations.

Fiscal Impact:

Annual fee of $60,000.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and California Financial Services (CFS) for the KeyAnalytics Services system effective July 1, 2019 through June 30, 2022, not to exceed $60,000 per year (21.0-00000.0-92000-85000-5840-7400021), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

PROFESSIONAL SERVICES AGREEMENT

By and Between

CALIFORNIA FINANCIAL SERVICES

and

BURBANK UNIFIED SCHOOL DISTRICT

for

CFS KeyAnalytics
Operational Support Services

KeyAnalytics

THIS AGREEMENT, commencing on July 1, 2019, by and between Burbank Unified School District, located in Los Angeles County, California, a school district duly organized under the laws of the State of California (the "DISTRICT"), and C Financial Investment, Inc., a California corporation d.b.a. CALIFORNIA FINANCIAL SERVICES (the "CONSULTANT").

WITNESSETH

WHEREAS, the DISTRICT has an agreement dated August 19, 2016 (the "EXISTING AGREEMENT") that will automatically terminate on June 30, 2019;

WHEREAS, the DISTRICT has continuing and ongoing need for the CONSULTANT to provide the professional consulting services set forth in Section I of this AGREEMENT including the referenced Exhibits attached hereto;

WHEREAS, the DISTRICT and the CONSULTANT have reasonably concluded that the described services herein do not currently constitute municipal advisory services as the term is applied by the SEC and the MSRB to firms acting as an advisor in connection with the analyzing, structuring or advising on matters related to the structuring and/or issuing of municipal securities;

WHEREAS, the CONSULTANT has disclosed that it is specifically not qualified to provide legal or investment advice related to legal matters that impact the use or restrictions of certain funds or the investment of any DISTRICT funds as part of its services hereunder;

WHEREAS, the services required and described in this AGREEMENT are highly specialized and are not otherwise required by the DISTRICT except during periods when capital facilities are being funded and expended for its School Funding Program ("SFP"), for the ongoing maintenance and compliance related to any resulting municipal issuances, and/or State SFP applications; and

NOW, THEREFORE, it is mutually agreed as follows:

The DISTRICT hereby retains the CONSULTANT to perform the services, upon the terms, subject to the conditions, and in consideration of payments as hereinafter set forth.

I. SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall perform the services ("Consulting Services") set forth in the statement of work (the "Statement of Work") that is attached as Exhibit A to this AGREEMENT in a diligent manner consistent with the usual and customary professional standards. This AGREEMENT and the Statement of Work shall be referred to herein as the "AGREEMENT".

The CONSULTANT may be directed by the DISTRICT in writing to perform supplemental tasks, analyses, expert testimony or assignments related to the provision of the services in this AGREEMENT ("Special Related Consulting Services"). Such related services are intended to supplement the services as described herein as circumstances may, from time-to-time, require assistance with matters related to but not contemplated by this AGREEMENT.

II. COMPENSATION FOR SERVICES RENDERED

A. FEES

DISTRICT shall pay CONSULTANT a fee computed according to the fee schedule incorporated into in each of the attached Statements of Work ("Fee Schedules") for the Consulting Services rendered.

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of any Special Related Consulting Services, based on the time and materials expended, at a rate of $250 per hour plus expenses as described herein.

B. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Unless otherwise stated within the Fee Schedule, CONSULTANT shall be reimbursed for out-of-pocket expenses, which include extraordinary travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, other printing charges and other like expenditures -- provided that if any individual expense exceeds $500.00, the CONSULTANT shall obtain the PRIOR WRITTEN APPROVAL of the DISTRICT's superintendent, chief business officer or facility planning representative -- each of whom shall be a DISTRICT employee. The CONSULTANT shall be reimbursed for such expenses upon submitting an itemized statement therefore. These expenses shall be billed no more frequently than monthly, if incurred, and payable within thirty (30) days of receipt of the CONSULTANT's invoice.

C. INVOICES

Unless otherwise stated within the Fee Schedules, on or about the 15th day following each month during which Consulting Services are rendered hereunder, CONSULTANT shall deliver to DISTRICT an invoice for the Consulting Services performed and the reimbursable expenses incurred in the prior month. All fees and reimbursable expenses shall be payable within thirty (30) days of receipt of the CONSULTANT's invoice.

III. OTHER MATTERS

A. DISTRICT Facilities Data Stored on DATA VAULT: The CONSULTANT will provide DISTRICT access to the CONSULTANT'S proprietary online **DATA VAULT** to manage, tag, upload, organize and store important documentation required for OPSC closeout audits, Federal reporting obligations and local DISTRICT revenue/funding sources compliance requirements. CONSULTANT shall reasonably protect such data from loss or theft but shall not take extraordinary measures to protect data stored in the vault.

The DISTRICT is advised to retain copies of items stored in the vault and only to store non-confidential documents as part of utilizing this service.

B. Severability: Should any portion of the AGREEMENT be invalidated through legal proceedings, the remaining portions of the AGREEMENT shall remain valid and binding upon both parties;

C. Sub-consultants: The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants, or other third parties retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants retained by the CONSULTANT shall be the sole responsibility of the CONSULTANT.

D. Independent Contractor Status: The CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services required pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing the services contemplated by this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.

E. Indemnity: The CONSULTANT shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in court action with or in any manner arising out of the CONSULTANT'S performance of, or failure to perform, any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of the DISTRICT.

The DISTRICT shall indemnify and hold the CONSULTANT, its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole, or in part, of the DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorney's fees and other expenses which are the subject of such agreement to indemnify and hold harmless, in addition to any damages actually incurred.

F. Special Provision for Ongoing Investigations, Litigation and Law Enforcement Related Activities: The DISTRICT shall compensate the CONSULTANT separately, at its hourly consulting rate, for any ADDITIONAL services made necessary by any external investigation by State, County or Federal authorities of the DISTRICT's utilization of funds and expenditures or CONSULTANT prepared data provided that the investigation does not arise primarily from the activities of the CONSULTANT. The CONSULTANT shall be entitled to recover reasonable legal costs made necessary by its involvement in any such investigations including legal advice related to the preparation of materials to be used in testimony or as evidence in such investigations and legal expenses incurred as a result of proposed or actual legal actions involving the CONSULTANT that are not primarily the result of acts of gross negligence or misconduct of the CONSULTANT.

G. Taxes: The CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to the CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.

H. Amendment: This agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.

I. Compliance with Law: While performing the services contemplated by this AGREEMENT, the CONSULTANT and the DISTRICT agree to comply with all applicable laws and regulations.

J. Work Records: All written work products generated by the CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by the CONSULTANT pursuant to this AGREEMENT shall be limited to read-only copies of the work performed and shall not include any ownership interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the read-only materials.

K. Entire Agreement: This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the services to be provided in this AGREEMENT shall remain in full force and effect.

L. Successors Permitted, Assignment: This AGREEMENT shall remain valid and binding upon a successor DISTRICT or CONSULTANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.

M. Execution of the AGREEMENT in Counterparts: This AGREEMENT may be executed in several counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.

N. Term of the AGREEMENT: The initial term of this AGREEMENT shall be from July 1 , 2019 to June 30, 2022.

O. Renewal of the AGREEMENT: At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original AGREEMENT for the purposes of calculating fees.

Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to the CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided hereunder.

P. Termination of the AGREEMENT: This AGREEMENT, after an initial period of two years, may be terminated by either party, with or without cause, upon thirty (30) days written notice of either the DISTRICT or the CONSULTANT. All fees (other than hourly fees that shall be paid on an hourly basis notwithstanding termination) shall be prorated according to the percentage of work completed by the CONSULTANT on the date of DISTRICT

termination of other services to be provided under this AGREEMENT, and are due and payable no later than the effective date of termination.

Q. Fee Disputes: The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this contract. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.

R. Notices: Except for invoices submitted by the CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

David Jaynes
Assistant Superintendent of Administrative Services
Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506
Phone: (818) 729-4473
davidjaynes@burbankusd.org

If to CONSULTANT:

Tarana Alam
Vice President,
KeyAnalytics Operational Support Services
California Financial Services
555 Corporate Drive, Suite 100
Ladera Ranch, CA 92694
Phone: (949) 282-1077
talam@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid

V. DISPUTE RESOLUTION

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of the CONSULTANT to be appointed by the CONSULTANT for this purpose.

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the

JAMS office which is geographically most closely located to the chief administrative office of the DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and the DISTRICT and the CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures.

Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein.

The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused these presents to be properly executed and the CONSULTANT has caused these presents to be properly executed, as of the date hereinabove set forth.

BURBANK UNIFIED SCHOOL DISTRICT

By: _____

David L. Jaynes

Title: Assistant Superintendent of Administrative Services

CALIFORNIA FINANCIAL SERVICES

By: _____

Mark Epstein
Managing Director

EXHIBIT A
STATEMENT OF WORK

KEYANALYTICS PROJECT TRACKING AND REPORTING SERVICES



STATEMENT OF WORK

KEYANALYTICS PROJECT TRACKING AND REPORTING SERVICES

SERVICES TO BE PROVIDED BY CONSULTANT

The CONSULTANT shall provide its ***KeyAnalytics Project Tracking and Reporting Services*** to assist the DISTRICT in developing, implementing, and overseeing a ***Facilities Financial Management and Reporting System*** that is integrated with the DISTRICT's existing fiscal system operated by the County and/or the DISTRICT. The CONSULTANT shall receive financial data from the DISTRICT at least monthly in a form exported from the DISTRICT's Fiscal System to be uploaded by the CONSULTANT to its ***CFS InternetAccess*** platform. The Financial Management & Reporting System is designed to support and enhance the ability of the DISTRICT to:

1. Track all major revenue/funding sources identified by the DISTRICT that are being utilized to fund the DISTRICT's School Funding Program including G.O. Bonds, COPs, State grants, developer mitigation revenues, and other capital facilities financing and funding sources, if applicable, into the ***CFS InternetAccess*** comprehensive and cumulative reporting system.
2. Track the School Funding Program revenue/funding sources identified by the DISTRICT so that each revenue source can be viewed individually and in a combined manner.
3. Establish budget categories, as identified by the DISTRICT, for each authorized school project, project component, and revenue/funding source(s).
4. Upload DISTRICT export files on a monthly basis, or more frequently when available, to the ***CFS InternetAccess*** platform.
5. Reconcile ***CFS InternetAccess*** system records with DISTRICT Fiscal reports and balance **9110 Cash Balances, Current Liabilities, Total Expenditures, and Total Encumbrances** with each system upload.
6. Report disbursement of funds from each revenue source for each school project and each expenditure category, as directed by the DISTRICT.
7. Track cumulative fund account activities (across fiscal years) for each DISTRICT Capital Facilities Fund account including but not limited to Building Fund 21, State Fund 35, Developer Fee Fund 25, and other Capital Facility and/or Municipal Funding Program fund accounts (including Trustee bank accounts where applicable), as identified by the DISTRICT, as applicable.
8. Prepare a periodic **COMPREHENSIVE FACILITY PROJECT BUDGET AND CASH FLOW UPDATE REPORT** that includes a summary of budgets, encumbrances, disbursements, remaining balances, and an overview of the active School Funding Program projects at a mutually agreed upon frequency as circumstances dictate.

9. Assist in preparing periodic reports for the DISTRICT's Proposition 39 bond School Facilities Oversight Committee ("SFOC") that includes project and account information from the ***CFS InternetAccess*** platform;
10. Prepare specialty on-line reports by school campus and by project scope that will be linked to the District's website for easy access of information to the community regarding the DISTRICT's G.O. Bond measure proceeds.
11. Assist in preparing data and reports associated with the filing of the SAB 50-06 Expenditure Reports subject to DISTRICT review and confirmation;
12. Provide assistance with OPSC audit inquiries and responses, where applicable (billed on an hourly basis at the CONSULTANT's stated consulting rate provided herein);
13. Provide initial and ongoing training to DISTRICT staff including transition training as staff and job descriptions change within the DISTRICT and/or the CONSULTANT incorporates supplemental features into the ***CFS InternetAccess*** platform.
14. Provide up to 5 gigabytes of storage for critical documents associated with the School Funding Program in the ***CFS InternetAccess*** platform's **DATA VAULT**; and
15. Provide the DISTRICT's authorized staff with user names and passwords in order to enable web access to the ***InternetAccess platform***.
16. Local Compliance Services including preparing the following Specialized Reports:
    a. Assist the DISTRICT in providing documentation and information needed to comply with the local requirements established by the DISTRICT's Governing Board, municipal securities statutes, and internal accounting/auditing policies and procedures, including:
        1) Prepare periodic SFOC/community updates as needed; and
        2) Assist DISTRICT auditors by providing the data necessary to complete the annual audits required by for Proposition 39 authorized G.O. Bonds, if applicable.
    b. Assist DISTRICT auditors by providing requested information needed to complete the year-end closeout of DISTRICT funds and outstanding municipal securities obligations.

FEE SCHEDULE

The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the ***KeyAnalytics Project Reporting and Tracking Services*****,** as described above, the following amounts:

1. **ANNUAL FEE:** A monthly fee of $5,000 for the above CONSULTANT's ongoing KeyAnalytics Capital Facilities Financing Management and Reporting Services including uploading data and providing general support and assistance in reconciling future financial data and preparing reports for DISTRICT staff, DISTRICT auditors, and the SFOC

as directed by the DISTRICT. This fee is due to the CONSULTANT in four quarterly installments on the first day of January, March, September, and January.

2. **SPECIALTY REPORTS DEVELOPMENT FEE**: A one-time fee of $10,000 for developing on-line specialty reports described in Section 10 above that will be linked to the DISTRICT's website and will enable the community members to obtain financial information related to the DISTRICT's G.O. Bond Measure by school campus and by project scope. This fee is due to the CONSULTANT within thirty days of the completion of the on-line specialty reports.
3. **OPSC AUDITS:** A fee of $250 per hour for assistance with OPSC audit responses or data requests. *The DISTRICT is under no obligation to utilize the CONSULTANT for OPSC audit assistance as part of this AGREEMENT*; and
4. **DATA VAULT STORAGE:** Storage for up to 5 gigabytes of DISTRICT selected School Funding Program documentation for seven (7) years is included in the annual fee for services for so long as the CONSULTANT is continuously providing ***KeyAnalytics*** *services. Additional increments of 5 gigabytes can be purchased for $150 per year. After seven (7) years, the DISTRICT may maintain its active* ***DATA VAULT*** *for a fee of $250 per year or request the DISTRICT data be transferred to a storage medium provided to the CONSULTANT.*

EXHIBIT A

MSRB G-42
Client Disclosure
For Non-Municipal Advisory Clients

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

KeyAnalytics is a division of California Financial Services, a registered municipal advisor regulated by the Securities and Exchange Commission. These regulations require that certain standard disclosures and certain specific disclosures be made to every client. KeyAnalytics does not provide municipal advisory services. The CONSULTANT does not intend to provide municipal advisory services as part of this engagement. Should the DISTRICT desire such services, California Financial Services will prepare a separate agreement for the DISTRICT. These disclosures are being made to ensure that changes in regulatory interpretation as to the types of services that are deemed "municipal advisory" do not expose the CONSULTANT or the DISTRICT to regulatory action.

STANDARD DISCLOSURES

These standard disclosures include advice that would also apply to nearly all contractors that provide services to municipal entities. In general, they describe how various forms of compensation create incentives for conduct that might be adverse to the best interests of the DISTRICT. All identified forms of compensation have potential conflicts. The rationale for informing the DISTRICT is to make DISTRICT representatives aware of these conflicts for the purpose of monitoring the performance of the CONSULTANT and managing each identified conflict in daily decision making.

SPECIFIC DISCLOSURES

The specific disclosures are more particular to the specific circumstances of the DISTRICT and the CONSULTANT. These conflicts typically include campaign contributions, gifts,

relationships between District decision-makers and supervisors of the CONSULTANT and employees of the CONSULTANT and CONSULTANT findings and recommendations that result in additional work and compensation to the CONSULTANT. California Financial Services requires its employees to disclose any family relationships or marital relations to the CONSULTANT and the CONSULTANT generally prohibits any such person from acting as part of the DISTRICT consulting team. While consultants routinely make recommendations that lead to additional work and compensation, California Financial Services believes that disclosure of such conflicts ensures that DISTRICT management is aware of prior contracts and additional services that might be impacted by the CONSULTANT'S findings and recommendations.

PROVISIONS OF CONTRACT WITH DISCRETIONARY SERVICES

This AGREEMENT includes OPTIONAL Consulting Services to be provided by one or more KeyAnalytics staff that may also be California Financial Services municipal advisory professionals. In order for the CONSULTANT to provide any consulting services that might now or in the future be deemed "municipal advisory" services, the Securities and Exchange Commission requires us to provide written disclosure to the DISTRICT identifying the actual or potential conflicts of interest presented by various forms of compensation. We believe we may be obligated to provide this disclosure to protect both parties against regulatory action in the event that "municipal advisory" services is defined more broadly than is understood today. After considering these potential conflicts, the DISTRICT should determine whether the proposed form of compensation in the attached AGREEMENT best meets its needs for the agreed upon scope of services.

STANDARD DISCLOSURE OF POTENTIAL COMPENSATION CONFLICTS

Forms of compensation; potential conflicts. The forms of compensation for services deemed to be municipal advisory, if provided, vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. This document discusses various forms of compensation and the timing of payments to the advisor.

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed- upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may

recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g. a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend the unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g. monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g. a minimum monthly payment with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).

Fee based upon a principal or notional amount and term of transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g. bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisors' compensation.

SPECIFIC CONFLICT OF INTEREST CHECKLIST

- ☐ Employee has made a political contribution to one or more elected DISTRICT officials;
- ☐ Employee has made a gift to a District manager in excess of $150, excluding meals related to District meetings and business;
- ☐ Employee has existing employment or consulting relationship with the Client;
- ☐ Employee has been a past employee of the Client within the prior 3 years;
- ☐ Family member of an employee is an employee or past employee of the Client;
- ☐ District employee or Board member has a contractual relationship with the CONSULTANT or any of its subdivisions;
- ☐ Employee receives compensation that is directly related to and contingent upon the issuance of debt by the Client;
- ☐ Client has a pre-existing relationship with CONSULTANT for services that would be directly related to and contingent upon the issuance of debt by the District;
- ☐ Proposed AGREEMENT will create a relationship with CONSULTANT that may generate additional compensation to CONSULTANT that would be directly related to and contingent upon the issuance of debt by the District.
- ☐ **Explanation of any conflicts:**

Acknowledgement

The undersigned hereby acknowledges that he/she has received this disclosure and that he/she has been given the opportunity to raise questions and discuss the foregoing matters with the advisor.

BURBANK UNIFIED SCHOOL DISTRICT

_____

By_____
Name David Jaynes
Title Assistant Superintendent
Date June 10, 2019

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services with Helios

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Background:

The District entered into a three (3) year agreement with Helios in 2016 for their software program that provides a services-based application to integrate human resources, fiscal and payroll data into a single central data base to measure and manage the processes associated with human resource position control.

Discussion/Issues:

The Helios software program can consolidate multiple databases and reduce the need for duplicate data entry through interfaces between other systems. This is a Human Resources (HR) system which includes many features described as follows: credentialing, on-line evaluation input and tracking, job tracking, professional development tracking, attendance, extra work assignments and compensation-related transactions. It also allows volunteers to apply and HR data would be automated from Los Angeles County Office of Education (LACOE).

Fiscal Impact:

Not to exceed $60,000 annually.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Helios, for the services-based software program, effective July 1, 2019 through June 30, 2021, not to exceed $60,000 annually, (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Helios

www.heliosed.com
1.800.345.1947

Proposal

Proposal No. 11942
Date 5/24/2019
Expiration Date 6/24/2019

Prepared For	
School or District	Burbank Unified School District
Primary Contact	David Jaynes
Location	1900 W Olive Ave, Burbank CA
Contact Details	Helios Ed Representative, Yash Sharman

Services			
Ongoing Annual Cost *(See Documentation for expanded descriptions of services)*	***Annual Unit Price $***	***Discount @ 20%***	***Annual Extended Price $***
Helios Core Software solution to manage up to 2,500 active employees. ✓ *Initial Basic Setup* ✓ *Initial Online Training* ✓ *Phone and Email Support (Business Hours)* ✓ *Data Hosting* ✓ *Software updates to existing modules* *With the following add-ons:* ✓ *DocWonder eDocuments* ✓ *Evaluations* ✓ *Employee Portal* ✓ *Time Reporting and PTO* ✓ *Workflows* ***Term: July 1, 2019 to June 30, 2021***	55,837		
Interface to LACOE HRS System	3,900		
Total	**59,737**	**11,947**	**47,790**

One Time Setup Cost	***Rate(s) $***	***Est. Hours***	***Extended Rate(s) $***
Ongoing support and handholding	125	100	12,500
Total			**12,500**

Initial Term	**2 Years**

Payments	
Payment Terms	Annual billing
Payment Due Date	• Initial annual Technology Services payment is due prior to or at time of delivery of administrator access keys to Service. • Subsequent annual Technology Services payments and all Professional Services payments are due within 30 days of invoice receipt.
Refund Policy	Technology Service fees are non-refundable except otherwise noted.
Automatic Renewal	After expiration of the Initial Term specified above, this Agreement will automatically renew for additional annual periods unless either party provides notice of an intent to terminate at least 60 days prior to the end of the then-current term.
Professional Services	Professional services provided are estimates only. They will be billed and payable on actual hours only at the end of each month when services are rendered. Additional services will be charged at the prevailing hourly rate.
Early Termination	If the Client chooses to terminate the Agreement prior to the expiration of the Initial Term specified above, an early termination fee equal to **one year of annual ongoing cost** will be payable upon such termination.

This SUBSCRIPTION SERVICES AGREEMENT ("Agreement") is made and entered into between Mann InfoCom, Inc., dba Helios Ed ("Company"), and the Client listed above this proposal is prepared for ("Client") as of the date written below the Client signature ("Effective Date") and incorporates the attached Terms and Conditions.

Accepted and agreed:

Client

Signature:

_____

Name: David Jaynes

Title: Assistant Superintendent

Date: 06/10/19

Helios Ed

Signature: *Gene Irvine*

_____

Name: Gene Irvine

Title: SVP Partner Success

Please sign and fax back to 1.800.345.1947.
Please mail check payable to Helios Ed, 2955 Campus Drive, Suite 110, San Mateo, CA 94403.
This quote is valid for 30 days for this Client only unless stated otherwise.

TERMS AND CONDITIONS TO HELIOS ED SUBSCRIPTION SERVICE AGREEMENT

1. DEFINITIONS.

"Subscription Services" means the school and school district employee management and record keeping tools and features offered by Company and listed above in this Agreement, including without limitation proprietary databases, public data and information, documentation, system and network interfaces, internal network, cloud and disk storage, software applications, operating systems, engines, warehouses and internal communications backbone used to provide access to and use of such services. The Subscription Services may be supplemented, revised, expanded, or updated from time to time by Company in its sole discretion, providing that all material features provided for in this Agreement shall continue to be available to Client.

"User" and "Users" means employees of Client and any Affiliates which have been provided access to any part of the Subscription Services by Client. "Affiliate" means contractors, directors, volunteers, applicants, entities legally affiliated with Client, or other third parties controlled by or affiliated with Client.

2. SUBSCRIPTION SERVICES.

2.1 Company Responsibilities. During the Term of the Agreement, Company agrees to:
2.1.1 host, maintain and support the Subscription Services and make them available to Client via the Internet or other data transmission system, pursuant to the terms and conditions of this Agreement, and any policies or Documentation posted on Company's website (as may be amended from time to time by Company in its sole discretion);
2.1.2 provide the Professional Services listed in this Agreement; and
2.1.3 adopt and implement commercially reasonable, industry standard data protection systems and procedures.
"Documentation" means the instructions and other content available on Company's websites, including any replacement pages.

2.2 Access. Users may access and use the Subscription Services during the Term for Client's internal business purposes only as provided for in this Agreement. Accordingly, neither Users nor Client shall sell, resell, license, sublicense, distribute, rent, lease or otherwise commercially exploit the Subscription Services except as contemplated by the Agreement. Client and Users may not decompile, disassemble, translate or reverse engineer, or otherwise attempt to discover or access the source code, or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services, nor remove from the Subscription Services any language or designation indicating the confidential nature thereof or the proprietary rights of Company or its suppliers.

2.3 Performance. Company shall provide the Subscription Services during the Term of the Agreement on a 24/7 basis, it being understood that the Subscription Services may be inaccessible or inoperable from time to time for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including, without limitation, interruption or failure of telecommunication or digital transmission links, delays or failures due to Client's Internet access connections, hostile network attacks, network congestion or other force majeure events.

2.4 Client Responsibilities.
2.4.1 Client agrees to provide Company with all cooperation, assistance and information reasonably necessary or desirable to implement the Subscription Services for Client. Client agrees that it is and will be solely responsible for all Users' use of the Subscription Services. Client shall be solely responsible for providing, maintaining and ensuring compatibility of its systems with the Subscription Services, including securing Internet access connections. Client will use commercially reasonable best efforts to prevent unauthorized access to, or use of, the Subscription Services. Client agrees to request support from Company through a maximum of two designated client representatives.
2.4.2 Client acknowledges and agrees that the Subscription Services may collect data and information which may be available from third party sources (including but not limited to teacher credentialing or other data available from federal, state or local government sources) as directed or authorized by Client. Client acknowledges that such data or information may not be complete, correct, or uncorrupted, and may not import or transfer into the Subscription Services correctly due to the systems and procedures of third parties.

2.5 Service Data; User Data; Licenses to Data.
2.5.1 "**Service Data**" means data, information or material uploaded or routed to Client via the Subscription Services, or transmitted using the Subscription Services, or otherwise provided to Client or Users by Company, together with any derivative works made therefrom. Service Data is deemed to be the Confidential Information of Company. During the Term of the Agreement, Company grants to Client a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access, capture, copy, store, transmit, maintain and display the Service Data solely to the extent necessary to provide the Subscription Services to Client under the Agreement. Client will maintain the security and integrity of the Subscription Services and the Service Data and will inform Company of any third party who requests or obtains access to the Service Data. Upon termination or expiration of the Agreement, Client will destroy all copies of the Service Data and certify the same in writing to Company; provided that Service Data on back-up media

may be destroyed or recycled according to Client's retention schedule for such media.

2.5.2 "**User Data"** means data generated by Client or Client's equipment, and transmitted to Company or the Subscription Service. Client is solely responsible for User Data including any corruption, loss of data, inaccurate or incomplete data. During the Term of the Agreement, Client grants to Company a non-exclusive, non-sublicensable, non-transferable license to (i) use, access, capture, copy, store, transmit, maintain and display the User Data to provide the Subscription Services to Client, and (ii) utilize the User Data in aggregated form to improve our Subscription Services and technology.

3. OWNERSHIP. As between Client and Company, Company will own all right, title and interest in and to the Subscription Services and Service Data. The Agreement does not transfer or convey to Client or any third party any right, title or interest in or to the Subscription Services and Service Data or any associated intellectual property rights, but only a limited right of use revocable in accordance with this Agreement. Upon termination of this Agreement, Client will discontinue use of the Subscription Services and Service Data.

4. TERM AND TERMINATION. This Agreement will begin on the Effective Date and remain in full force and effect for the Initial Term specified above (the "**Initial Term**"). Upon the expiration of the Initial Term, the Agreement will automatically renew for additional consecutive annual terms (each a "**Renewal Term**"), unless prior to the expiration of the then-current term, Client provide 30 days' notice of its intention not to renew, or Company provides 90 days' notice of its intention not to renew. The Initial Term, together with any and all Renewal Terms, is collectively referred to as the "**Term**." Either party may terminate the Agreement if the other party breaches any material provision of the Agreement and has not cured the breach within thirty (30) days after receipt of written notice of the breach from the non-breaching party. Notwithstanding this Section 4, Company may immediately terminate Client's access to the Subscription Services if deemed necessary to protect the security or integrity of the Subscription Services, Service Data, User Data, or any other data or information contained therein.

4.1 Non-paying Clients.

Trial User Initial Term: Approved Trial or Sandbox Clients may cancel this Agreement within 60 days of the Effective Date and will owe no fees for such use, by providing Helios written notice of cancellation. Fees will be payable for the Trial or Sandbox use period absent timely cancellation.

Free Express User Initial Term: Approved Free Express Clients (small Clients with fewer than 25 employees or otherwise stated) have an indefinite Initial Term cancellable at Company's discretion on 60 days' notice.

5. PAYMENT.

5.1 Fees. Company's fees for the Subscription Services are set forth above in this Agreement. Any hour estimates listed for Professional Services are estimates only which may be exceeded. All prices are in United States dollars. Initial annual Technology Services payment is due prior to or at time of delivery of administrator access keys to Service. Subsequent annual Technology Services payments and all Professional Services payments are due within 30 days of invoice mailing. In the event any invoice remains unpaid more than 30 days after mailing, Client shall incur a late payment charge of one (1) percent per month on all unpaid amounts. After the Initial Term, Company may increase the fees for the Subscription Services by providing Client notice of any fee increase at least 60 days prior to the expiration of the existing term.

5.2 Taxes. Each Party agrees to be responsible for the payment of its own taxes applicable under all laws, including taxes based on a Party's income, unemployment, social security and other payroll and wage taxes. To the extent, Company is required to collect any taxes owed by Client, Company shall separately state the amount of tax due on its invoices to Client with all other applicable information. "Tax" or "Taxes" means any and all sales, use, value-added, excise, or similar transaction taxes or duties, together with any penalties, fines, charges or interest thereon, imposed by any domestic or foreign taxing authority on or with respect to the sale of any services or materials in connection with the performance of the Agreement.

6. WARRANTIES.

6.1 Ownership. Company warrants that it is the owner of the Subscription Services or otherwise has the right to grant Client the rights set forth in the Agreement.

6.2 Disclaimer.

EXCEPT TO THE EXTENT SET FORTH IN SECTION 6.1, CLIENT ACCEPTS THE SUBSCRIPTION SERVICES "AS IS" AND "AS AVAILABLE", WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) COMPANY HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CLIENT OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. COMPANY HAS NO RESPONSIBILITY TO CONTINUE TO PROVIDE 96

ACCESS TO PUBLIC DATA AND INFORMATION WHICH GOVERNMENT AGENCIES MAY IN THE FUTURE ELECT TO RESTRICT FROM USE OR DISTRIBUTION BY COMPANY.

7. SURVIVAL

Sections 3, 4, 8, 9, 10 and 11 shall survive termination or expiration of the Agreement, in addition to any provisions that by their nature should, or by their own express terms do, survive or extend beyond termination or expiration of the Agreement.

8. INDEMNIFICATION.

8.1 General Indemnity. Except as to Section 8.2 below, to the fullest extent allowed by applicable law, a party (the "Indemnitor") shall defend the other party, and its respective parent companies, subsidiaries and Affiliates, and its and their officers, stockholders, directors, partners, agents and employees (collectively, the "Indemnified Parties") against any and all claims, demands, suits, or actions, actual or threatened by a third party ("Claims"), and shall release, indemnify, and hold harmless the Indemnified Parties for and from any and all liabilities, obligations, losses, damages, deficiencies, penalties, levies, fines, judgments, settlements, costs and expenses, including interest, litigation costs, and reasonable attorney's fees flowing from such Claims ("Losses"), to the extent such Claims or Losses arise out of or result from the sole negligence of or willful misconduct or material breach by Indemnitor (or anyone directly or indirectly employed by Indemnitor or anyone for whose acts Indemnitor may be liable) in the performance or nonperformance of the Indemnitor's obligations under the Agreement. Losses may include, but are not limited to, injury to or death of any person (including employees), or damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of Indemnitor).

8.2 IP Infringement Indemnity. Regarding any Claim or Losses against Indemnified Parties arising from, and in connection with or otherwise relating to the infringement of any patent, trademark, copyright or other intellectual property rights of a third party and arising out of or related to the Subscription Services (the "Infringing IP"), Company's shall, at Company's option after consulting with Client (in each case, without any cost or expense to Client), either: (i) procure the right for Client to continue to use the Infringing IP; (ii) modify or replace the Infringing IP so that it is no longer infringing, provided however that such modification or replacement shall not degrade the functionality, operation or performance of the Subscription Services; or (iii) if subsections (i) and (ii) are deemed commercially unreasonable by Company in its sole discretion, Company shall have the option to terminate this Agreement and provide Client a pro rata refund of fees paid.

8.3 Indemnification Procedure. The Indemnified Party shall promptly give the Indemnitor notice of any Claim or Loss asserted by a third party for which the Indemnified Party seeks indemnity under this Article 8 (each a "Third Party Claim"). The Indemnitor shall have reasonable control over the defense and settlement of Third Party Claims.

9. LIABILITY.

9.1 LIMITATION OF LIABILITY. EACH PARTY'S LIABILITY FOR ALL CLAIMS ARISING OUT OF THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNT PAID BY CLIENT TO COMPANY UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO WHEN THE LIABILITY ARISES.

9.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. CONFIDENTIALITY.

10.1 Confidential Information. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information of Company includes non-public information regarding features, functionality and performance of the Subscription Service. Confidential Information of Client includes non-public data provided by Client to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

10.2 Injunctive Relief. Recipient acknowledges that disclosure of any Confidential Information or Trade Secret by it or its employees will give rise to irreparable injury to Discloser or the owner of such information, not adequately compensated by damages. Accordingly, Disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the undertakings contained herein, in addition to any other legal remedies which may be available, without the requirement of posting bond. Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of Disclosing Party's legitimate business interests and are reasonable in scope and content.

11. GENERAL PROVISIONS.

11.1 Interpretation. Words in the singular shall be held to include the plural and vice versa, the word "including" and words of similar import shall mean "including, without limitation," and the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

11.2 Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, by email or by facsimile transmission ("fax").

11.3 Governing Law. All matters arising from or relating to the Agreement shall be governed and construed in accordance with the laws of the state of California, United States of America, without giving effect to any choice-of-law provision or rule (whether of the state of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The Federal or state courts situated in Alameda County, California, United States of America, have exclusive jurisdiction over the resolution of all disputes that arise under the Agreement, and each party irrevocably submits to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the parties' rights or obligations under the Agreement.

11.4 Publicity. Company may identify Client as a customer of Company, and may include the name and trademarks of Client on its website and in marketing materials.

11.5 Assignment. No party may assign any of its rights under the Agreement or delegate its performance under the Agreement, whether voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or in any other manner, without the prior written consent of the other party. Notwithstanding the foregoing, upon notice, Company may assign its rights and delegate its performance under the Agreement, and any licenses granted hereunder, to: (i) any entity that acquires all or substantially all of its assets or substantially all of the assets of that portion of its business that manages the Agreement; (ii) any Affiliate that controls, is controlled by, or is under common control with Company; and (iii) any successor in a merger, acquisition, or reorganization, including any judicial reorganization.

11.6 Successors and Assigns; No Third Party Beneficiaries. The Agreement is legally binding upon and inures to the benefit of the parties and their permitted successors and assigns. No third party is intended to benefit from, nor may any third party seek to enforce, any of the terms of the Agreement.

11.7 Relationship of the Parties. Company shall furnish all Subscription Services as an independent contractor. Nothing contained in the Agreement shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to grant either party the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of, or on behalf of, the other party.

11.8 Complete Agreement. The Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in the Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. In entering into the Agreement, neither party has relied upon any statement, representation, warranty, or agreement by or from the other party except for those expressly contained in the Agreement.

11.9 Modification. The terms of the Agreement may not be modified or amended other than by a writing executed by both parties by their duly authorized representatives.

11.10 Savings Clause. If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force if the essential terms and conditions of the Agreement for each party remain valid, binding and enforceable.

11.11 Counterparts. The Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which, taken together, constitutes a single enforceable agreement.

11.12 Binding Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to the Agreement or the breach thereof (collectively "Dispute"), the parties shall use their best efforts to settle the Dispute. Such efforts will include, at a minimum, that they consult, meet in person and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

A. If the parties do not resolve the Dispute pursuant to the foregoing paragraph within a period of 30 days, then, upon notice by either party to the other, the parties agree to mediate the Dispute in good faith according to the American

Arbitration Association's Commercial Mediation aProcedures in California or another location mutually agreeable to the parties. The parties shall work in good faith with the mediator to attempt to complete the mediation within 30 days of such notice.

B. If the parties do not resolve the Dispute through mediation pursuant, then, upon notice by either party to the other, the Dispute shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The arbitration shall be conducted on a confidential basis. The arbitration shall be conducted before a single arbitrator mutually agreed to by the parties. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any arbitration shall be conducted by an arbitrator experienced in contract and technology law, shall include a written record of the arbitration hearing, and shall be conducted in California or another location if mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. The arbitrator shall award to one or both parties as prevailing party, if any, as determined by the arbitrator, some or all of its costs and fees in their sole discretion. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, out-of-pocket expenses such as copying and telephone, witness fees, and attorneys' fees.

C. Exception: Company and Client each agree that the protection of Confidential Information shared is necessary and reasonable in order to protect the disclosing party and its business. Company and Client each expressly agree that due to the unique nature of the disclosing party's Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in the Agreement. Accordingly, Company and Client each agree and acknowledge that any such violation or threatened violation would cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the threatened breach or continued breach by the receiving party, without the necessity of proving actual damages.

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Roberta Reynolds, President of the Board of Education
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 6, 2019
SUBJECT:	Approval of Employment Contract for the Superintendent of Schools

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Background
The Board of Education of the Burbank Unified School District maintains contracted employment agreements for superintendents in an effort to provide continuity and stability in district leadership. The current employment agreement for the Superintendent will expire on June 30, 2020 with salary enhancements and term extension at the Board's discretion, contingent upon a positive employee evaluation.

Discussion/Issues
On January 19, 2017, the Board of Education approved a contract renewal for Matthew R. Hill to continue in his role as Superintendent of Schools with a contract end date of June 30, 2020. A new contract is being presented which supersedes the contract in force. The new contract only modifies the Term of the contract for the period beginning July 1, 2019 and ending on June 30, 2023. No other language has been modified.

Fiscal Impact
There is no fiscal impact as the annual base salary will remain $248,230.00. The Superintendent shall be required to provide twelve (12) months of full-time service to the District. Health and welfare benefits are offered in accordance with Board policy and consistent with all other management employees in the District.

Recommendation
Roberta Reynolds, President, Board of Education, recommends that the Board of Education approve the employment contract with Matthew R. Hill, as Superintendent of Schools, effective July 1, 2019 through June 30, 2023, as presented.

CONTRACT OF EMPLOYMENT
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
MATTHEW R. HILL

This Contract of Employment ("Contract") is entered into by and between the BOARD OF EDUCATION of the BURBANK UNIFIED SCHOOL DISTRICT ("District") of Los Angeles County, California ("Board") and Matthew R. Hill ("Superintendent"), and dated, for reference purposes only, June 6, 2019 and supersedes the January 19, 2017 contract currently in force. The Board and the Superintendent hereby agree and promise as follows:

1. TERM

The Board hereby employs the Superintendent for the period beginning July 1, 2019 and ending on June 30, 2023, unless terminated earlier as provided by the terms of this Contract or as required by law.

2. RENEWAL/EXTENSION

The Contract may be renewed or extended in a manner consistent with Education Code section 35031 if the Superintendent receives a satisfactory evaluation. Such renew or extension shall be approved by the Board in an open session at a regular meeting of the Board.

3. SALARY

a. Base Salary. The Superintendent's annual salary shall be TWO HUNDRED AND FORTY EIGHT THOUSAND TWO HUNDRED THIRTY DOLLARS AND ZERO CENTS ($248,230.00) ("Base Salary") for twelve (12) months of full-time employment payable in twelve (12) equal installments, less all applicable deductions and withholdings required by law or authorized by the Superintendent. The Board reserves the right to increase the Superintendent's salary at any time and such increase shall be effective on any date ordered by the Board in accordance with Education Code section 35032 or, if no such date is ordered, then from the date of the duly held Board meeting at which the increase was approved. Any such increase shall be effective upon Board action at a regularly scheduled meeting of the Board.

4. DUTIES AND RESPONSIBILITIES

The Superintendent shall perform the duties of a public school district superintendent as prescribed by the laws of the State of California and District policies. The Superintendent shall act as Secretary to the Board as permitted in Education Code section 35035 and District policies. In addition to the powers and duties set forth in Education Code section 35035, the Superintendent shall have the powers and duties which are delegated to him by the Board. The Superintendent shall faithfully and competently perform all duties and responsibilities required by the Board and relevant laws.

The Superintendent shall be the Chief Executive Officer of the Board. As such, the Superintendent

shall have the primary responsibility for execution of Board policies, whereas the Board shall retain the primary responsibility for governance of the District through the delegation of duties and responsibilities of the Superintendent as well as for formulating and adopting Board policies.

The Board agrees to show appropriate consideration for the fact that the Superintendent is the Chief Executive Officer, and the Superintendent agrees to show appropriate consideration for the fact that the Board is the governing body of the District. The Board agrees that none of its individual members will direct the work of employees of the District or make decisions on behalf of the District.

5. MORAL CONDUCT

The Superintendent shall conduct himself with due regard to the public conventions and morals. The Superintendent shall not, either while rendering services to the District, or in his private life, commit an offense involving moral turpitude under federal, state, or local laws or ordinances. The Superintendent shall not do or commit any act or thing that will tend to degrade him in society or bring him into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency or prejudice the reputation of the District in the community.

6. WORK YEAR, HOLIDAYS AND SICK LEAVE

The Superintendent agrees to devote his full time and efforts to the position of Superintendent for the District. The Superintendent is a classified management employee who is exempt from all overtime and all compensatory time off in lieu of overtime. The Superintendent shall be required to provide twelve months of full-time service to the District. The Superintendent shall receive all legal holidays and such other holidays designated by the Board (15 days). The Superintendent shall be entitled to twenty-two (22) days of annual vacation per fiscal year that must be used each fiscal year. Any unused vacation remaining at the end of a fiscal year will be paid out to the Superintendent on or before June 30th. The Superintendent's per diem rate will be calculated based on annual salary divided by 262 days. The Superintendent shall be entitled to twelve (12) days of sick leave per year.

7. OUTSIDE PROFESSIONAL ACTIVITIES

With prior written notification to the Board President, the Superintendent may undertake outside professional activities for remuneration including consulting, speaking, teaching and writing provided that all such outside professional activities do not interfere with the Superintendent's ability to perform required duties under the Contract. In no case shall the Board be responsible for any expenses related to any outside professional activity. During the period of any such professional activity, the Superintendent shall not be acting as an employee of the District and shall not be covered by District workers' compensation or any legal indemnification by the District or Board.

8. PROFESSIONAL MEETINGS AND DEVELOPMENT

With prior Board approval, the Superintendent may attend professional conferences inside and outside of California. The Superintendent is not precluded from attending such professional conferences at his own expense. Prior approval is not required for California legislative and

finance/budgetary conferences, and conferences held by the Association of California School Administrators and the California City Superintendents, and the California School Boards Association in California. The District shall pay all necessary and reasonable business expenses related to such meetings and conferences including registration fees, travel, meals, and lodging.

The Superintendent shall endeavor to maintain and improve his professional competence by all available means. The Superintendent may subscribe to appropriate periodicals and journals at District expense, and may join and participate in appropriate professional organizations with prior approval of the Board unless otherwise specified in the Contract.

9. PERFORMANCE OBJECTIVES

Prior to September 30, the Board and the Superintendent shall meet to mutually develop and establish the Superintendent's performance objectives for the year. The Superintendent's performance objectives shall be based on duties referenced in the Contract, the goals and objectives of the Board, and such other criteria or indices of achievement which may be mutually agreed to by the Board and the Superintendent, or if they cannot mutually agree, then as determined by the Board.

The Board shall formally evaluate the Superintendent at least annually during the term of the Contract. This evaluation shall be in writing, and shall be based on the established goals and objectives. The Board shall devote a portion of at least one (1) meeting annually to the Superintendent's evaluation. On a date mutually agreed upon between the Board and the Superintendent, but in no event later than 30 calendar days from the Superintendent's receipt of the written evaluation, the Board shall devote a portion of a subsequent Board meeting to conduct a follow-up discussion of the written evaluation with the Superintendent. The Board, however, reserves the right to continuously evaluate the Superintendent on an informal basis.

In the event the Board determines that an area of the Superintendent's performance is unsatisfactory, the written evaluation shall indicate the reasons for the unsatisfactory evaluation, and shall make recommendations to give guidance and direction to the Superintendent so that he may improve his performance. If subsequently requested by the Superintendent in writing, a follow-up evaluation shall be held on a date mutually agreed upon by the Board and the Superintendent.

The Board and the Superintendent agree that the evaluation procedure contained in this provision fully satisfies all requirements of any laws or regulations applicable to the evaluation of certificated, classified and/or management employees. Nothing contained in this provision shall be interpreted as a waiver by the Board of any legal right it may have to terminate or non-renew the Contract. Nothing contained in this provision shall interfere with any legal right the Superintendent may have to contest the termination or non-renewal of the Contract.

10. HEALTH AND WELFARE BENEFITS

The Superintendent shall receive medical, dental, vision, and such other fringe benefits as are provided by the Board to other classified management employees. The Superintendent shall participate in the health and welfare benefit plans in the same manner as other classified management employees

11. RETIREMENT BENEFITS

Board policy states that any management level employee whom remains employed with the District for a consecutive total of five (5) years of satisfactory service in a classified management position, may, upon retirement from active service from the District under the Public Employees Retirement System, elect at their option, to have the Board pay the premiums for medical, dental, vision, and other fringe benefits as are provided by the Board to other classified management employees. If the employee makes this election, the benefits shall be available for either (1) any continuous five year period after date of retirement, or (2) until age 65.

12. DOCTORATE, MASTERS AND LONGEVITY STIPEND

The Superintendent shall be entitled to a stipend for an earned master's degree, a stipend for an earned doctorate degree, and a stipend for longevity in the same amounts as granted by the Board generally to other classified management employees of the District. Computation of longevity shall include all time spent in a management position within the District. The stipend for possessing a master's and/or doctorate degree as well as for longevity steps shall be as listed on the Contracted Classified Management Salary Schedule.

13. WAIVER OF CREDENTIAL

Pursuant to Education Code section 35029, the Board hereby waives any credential requirement applicable to the Superintendent while serving as Superintendent, including that set forth in Education Code Section 35028.

14. RELOCATION ASSISTANCE

If the Superintendent desires to relocate to a residence within the District's boundaries, the District agrees to reimburse the Superintendent up to $5,000.00 for moving and related relocation expenses. Documentation of expenses shall be submitted prior to reimbursement.

15. EXPENSE REIMBURSEMENT

Except for reimbursement expressly provided for in this Agreement in Section 8 above, the Superintendent knowingly and voluntarily waives the Superintendent's right to expense reimbursement as provided under Education Code sections 44032, 44033 and other applicable provisions of law. For expense reimbursement not authorized by Section 8, the Superintendent may seek approval for reimbursement from the Board. For all reimbursements, the Superintendent shall submit expense claims in writing with appropriate supporting documentation (e.g., receipts, registration forms, hotel folios, maps reflecting mileage).

16. PROFESSIONAL DUES

The Board shall pay membership dues for the Superintendent in up to three (3) professional associations, including the Association of California School Administrators (ACSA), The School Superintendents Association, (AASA) and a third association as approved by the Board.

17. PHYSICAL EXAMINATION

As a condition to the effectiveness of the initial Contract, the Superintendent underwent a medical examination by a physician licensed to practice in California and selected by the Superintendent. The Superintendent provided the physician with a copy of this Contract, the District's job description for the position of Superintendent and any other appropriate information related to the duties and responsibilities of the position.

The physician submitted a confidential written report to the Board and the Superintendent addressing the Superintendent's physical and mental fitness to perform the job. The report addressed whether the Superintendent had any physical or mental impairment that substantially limited the Superintendent's ability to perform the essential functions of the position with or without reasonable accommodation.

No confidential medical information, other than the report, was submitted to the Board, unless it was determined that the Superintendent was unable to perform the essential functions of the position and such information is directly related to such determination or the development of reasonable accommodations. The Superintendent executed a medical release authorizing the release of the report and other information reasonably necessary to develop, if necessary, reasonable accommodations.

The Superintendent submitted all costs for the examination to the District's insurance carrier. All non-insured costs were borne by the District up to a maximum not to exceed $500.

The Board encourages the Superintendent to have annual physical examinations in order to maintain the good health necessary to perform the job functions of his position. Notwithstanding the provision for an initial examination as stated previously, the Superintendent agrees to facilitate a comprehensive fitness for duty examination by a District-selected physician at any time in the future if so requested by the Board.

18. TERMINATION OF CONTRACT

The Contract may be terminated under the following conditions.

A. Mutual Consent. The Contract may be terminated at any time by mutual consent of the Board and the Superintendent.

B. Non-Renewal of Contract by District. The Board may elect not to renew the Contract upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently 45-days prior notice), or other applicable provisions of law.

C. Disability of the Superintendent. If, as a result of a physical or mental disability, the Superintendent is unable to perform the essential functions of the position, even with reasonable accommodations, the Contract may, at the Board's election, be terminated six months from the date the Board issues a written notice of termination.

i. Physician's Report. Prior to terminating the Contract based upon the Superintendent's disability, the Board must receive a written report from a licensed physician, mutually agreed to by the Superintendent and the Board, establishing that the Superintendent is unable to perform the essential functions of his position. If the Superintendent and Board cannot agree upon a physician to perform the examination within fifteen (15) calendar

days of the Board's request for a fitness for duty examination, then the examination shall be performed by a physician selected by the Board in its sole discretion.

ii. Notice from Superintendent. If the Superintendent is informed by a physician that she is unable to perform the essential functions of the position, the Superintendent shall immediately request the physician to furnish the Board President with a written report containing such finding.

iii. CalPERS. If a physician issues a report indicating the Superintendent cannot perform the essential functions of his position, the Superintendent may apply for CalPERS disability benefits or CalPERS retirement.

iv. Leaves. If the Board elects to terminate the Contract as a result of the physician's report establishing that the Superintendent cannot perform the essential functions of the position, the Superintendent shall, at the Board's election, cease performing the duties of his position and he shall exhaust all in-lieu days, accumulated, unused sick leave days, and other paid leaves. If the Superintendent does not have sufficient leave to remain in paid status during the six month period, the Superintendent shall be entitled to a paid leave of absence for the balance of the period. During the six-month period, the Superintendent shall remain entitled to health and welfare benefits consistent with the terms of the Contract. Upon expiration of the six-month termination period, neither party shall have any further obligations to the other party.

D. Termination for Cause. The Board may terminate the Superintendent for: (1) acts done in bad faith to the detriment of the District; (2) refusals or failures to act in accordance with specific provisions of the Contract or lawful Board directives; (3) breach of the Contract; (4) unsatisfactory performance; (5) misconduct or dishonest behavior; or (6) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person. The existence of such cause shall constitute a material breach of the Contract and shall extinguish all rights and duties of the parties under the Contract. If such cause exists, the Board shall meet with the Superintendent and shall submit a written statement of the grounds for termination and copies of written documents the Board believes support the termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in a closed session meeting. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The conference with the Board shall not be an evidentiary hearing, but both parties shall have the opportunity to call witnesses, with reasonable mutually agreed upon limitations on the scope of inquiry or, if the parties are unable to agree, then as determined by the Board in its sole discretion. If the Board, after considering all evidence presented, decides to terminate the Contract, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

E. Termination without Cause. The Board may, for any reason, without cause or a hearing,

terminate the Contract at any time. In consideration for the exercise of this right, the District shall pay to Superintendent a monthly sum equal to the difference between the Superintendent's salary in effect during his last month of service and the amount earned after the effective date of termination for the remainder of the Contract or 12 months, whichever is less. During this period, the Superintendent shall also remain entitled to health and welfare benefits consistent with the terms of the Contract. Payments to Superintendent shall be made on a monthly basis unless the Board agrees otherwise. As a condition of payment, the Superintendent must file a written statement with the Board no later than the tenth (10th) day of each month listing his earnings for the previous month. Failure to file the statement by the tenth (10th) day of each month shall result in the District having no duty to pay for that month.

For purposes of this termination without cause provision the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other form of compensation or benefit, or reimbursements received under the Contract. Payments madepursuant to this termination without cause provision may be subject to applicable payroll deductions and treated as compensation for state and federal tax purposes.

The parties agree that any damages to the Superintendent that may result from the Board's early termination of this Contract cannot be readily ascertained. Accordingly, the parties agree that the payments made pursuant to this termination without cause provision constitute reasonable liquidated damages for the Superintendent, fully compensate the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and do not result in a penalty. The parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

Notwithstanding any other provision of the Contract to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260, subdivision (b).

In accordance with Government Code section 53243.2 and as a separate contractual obligation, any amounts received by the Superintendent under this termination without cause provision shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of the Superintendent's office or position. In addition, if the District funds the criminal defense ofthe Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense.

19. TAX/RETIREMENT LIABILITY

Notwithstanding any other provision of this Contract, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state and federal tax consequences of this Contract and all retirement consequences of this Contract. The Superintendent agrees to defend,

indemnify and hold the District harmless from all such tax and retirement consequences.

20. MISCELLANEOUS

A. The Contract is subject to all applicable laws of the State of California, titles and regulations of the State Board of Education, and Board Policies, and its effectiveness is contingent upon approval by the Board in open session as required by law.

B. All promises and covenants contained herein are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, the Contract shall be interpreted as if such invalid promises or covenants were not contained herein.

C. The Contract is the full and complete agreement of the parties and supersedes all prior negotiations, understandings, or agreements. Any amendment, modification, or variation from the terms of the Contract shall be in writing and shall be effective only upon written approval of such amendment, modification, or variation by mutual consent of the Board and Superintendent.

D. A waiver of any breach of any term or provision of this Contract shall be in writing and shall not be construed to be a waiver any other breach of this Contract.

E. Each party has cooperated in the drafting and preparation of the Contract. In any construction to be made of the Contract, the same shall not be construed against any party on the basis that the party was the drafter.

F. This Contract may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Date: June 6, 2019

_____
Matthew R. Hill, Superintendent

Date: June 6, 2019

_____
Roberta Reynolds, President
Board of Education of the Burbank Unified School District

BOARD ADOPTED
Date: June 6, 2019

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 6, 2019
SUBJECT:	Approval of Employment Contract for the Assistant Superintendent, Administrative Services

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Background
After 5 years of serving the District, David Jaynes, the Assistant Superintendent of Administrative Services has announced his retirement effective August 31, 2019. After a competitive recruitment process, Ms. Debbie Kukta is being recommended to the Board as the most qualified candidate to assume the position of Assistant Superintendent of Administrative Services.

The position of Assistant Superintendent, Administrative Services will report to the Superintendent and is in charge of the Fiscal, Business Services, Food Services and Facilities departments for the District.

Discussion/Issues
The employment contract for this position is reflective of contracts held by other Assistant Superintendent positions in the Burbank Unified School District for a term of three (3) years.

Fiscal Impact
The annual base salary for the Assistant Superintendent of Administrative Services will be reduced to $166,792.00 to align with other Assistant Superintendent contracts. This is a salary savings of approximately $7,154.00 per fiscal year.

Recommendation
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the employment contract for the Assistant Superintendent, Administrative Services, effective August 1, 2019, as presented.

CONTRACTED CLASSIFIED MANAGEMENT EMPLOYEES
SCHEDULE D
Effective July 1, 2017

RANGE		Annual Salary
A	Superintendent	248,230
B	Assistant Superintendent, Administrative Services	*173,946
C	**Assistant Superintendent, Administrative Services**	**166,792

* Through August 31, 2019 for incumbent
**Effective August 1, 2019

Stipend for Master's and Doctorate Degrees for Contracted Classified Management Employees:
An earned Master's Degree or earned Doctorate Degree is recognized with $1,331 added to the base salary. Only one earned Master's Degree and only one earned Doctorate Degree will be recognized for this additional remuneration. The maximum amount for any employee for the Master's Degree and Doctorate Degree is $2,662.

Longevity Pay for Creditable District Service

Eligibility for longevity pay for Classified Supervisors, Managers and Confidential positions will be determined on the basis of total consecutive years of service as a regular employee in the Burbank Unified School District. A monthly stipend in the amount of $201 shall begin on the first day of the month following nine (9) consecutive years of service; a monthly stipend in the amount of $268 shall begin on the first day of the month following fourteen (14) consecutive years of service; and a monthly stipend in the amount of $334 shall begin on the first day of the month following nineteen (19) consecutive years of service; a monthly stipend in the amount of $399 shall begin on the first day of the month following twenty five (25) consecutive years of service, and a monthly stipend in the amount of $464 shall begin on the first day of the month following thirty (30) consecutive years of service.

Adopted: 7/21/2016
Revised: 10/20/2016, 2/2/17, 3/15/18,10/18/18,**6/6/19**

CONTRACT OF EMPLOYMENT

August 1, 2019 – June 30, 2022

BURBANK UNIFIED SCHOOL DISTRICT

AND

DEBBIE KUKTA

This Contract of Employment is entered into by and between the BURBANK UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") by and through its Board of Education (hereinafter referred to as "Board") and DEBBIE KUKTA (hereinafter referred to as "Assistant Superintendent of Administrative Services").

This Contract of Employment is entered into pursuant to Education Code Section 35031 and such other applicable and relevant law.

The Board and the Assistant Superintendent of Administrative Services hereby agree and promise as follows:

I. TERM

The Assistant Superintendent of Administrative Services is employed by the Board as a classified management employee for a term commencing August 1, 2019 and ending June 30, 2022. The parties agree that the position of Assistant Superintendent of Administrative Services is a senior management position in the classified service as defined by Education Code sections 45100.5 and 45108.5, and that the Assistant Superintendent of Administrative Services does not acquire permanent status in the position. The term of this employment agreement is for three (3) years, but is subject to review and renewal by Board action annually. There is no "evergreen" or "roll-over" clause and it is intended that through appropriate evaluation and due process, the termination of this contract can be exercised without obligating the district to any financial obligation beyond the natural conclusion of an employment contract year.

II. SALARY

The annual base salary of the Assistant Superintendent of Administrative Services shall be ONE HUNDRED SIXTY SIX THOUSAND, SEVEN HUNDRED NINETY TWO DOLLARS AND 00/100 ($166,792.00). The annual base salary is for twelve (12) months of service and shall be prorated for service of less than a full year. Notwithstanding the foregoing, the Board retains the right to adjust the salary of the Assistant Superintendent of Administrative Services from time to time during the term of this Contract in order to provide a competitive and attractive salary. Furthermore, the Board retains the right to consider the awarding of an annual stipend with consideration to performance and depending on the fiscal condition of the District.

III. DUTIES AND RESPONSIBILITIES

The Assistant Superintendent of Administrative Services is a classified management employee of the District and is in charge of the Fiscal, Business Services and Facilities departments subject to the authority of the Board and/or the authority of the Superintendent of Schools. The

Assistant Superintendent of Administrative Services shall report directly to the Superintendent who shall be the immediate supervisor. The Assistant Superintendent of Administrative Services shall faithfully and competently perform all duties and responsibilities required by the Board and/or Superintendent of Schools. The Assistant Superintendent of Administrative Services also shall faithfully and competently abide by all policies and directions from the Board, all directions from the Superintendent of Schools, and applicable and relevant law.

IV. MORAL CONDUCT

The Assistant Superintendent of Administrative Services shall conduct herself with due regard to the public conventions and morals. The Assistant Superintendent of Administrative Services shall not, either while rendering such services to the District, or in her private life, commit an offense involving moral turpitude under federal, state or local laws or ordinances. The Assistant Superintendent of Administrative Services shall not do or commit any act or thing that will tend to degrade her in society or bring her into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult, or offend the community or public morals or decency or prejudice the reputation of the District in the community.

V. WORK YEAR, HOLIDAYS AND SICK LEAVE

The Assistant Superintendent of Administrative Services agrees to devote her full time and efforts to the position of Assistant Superintendent of Administrative Services for the District. The Assistant Superintendent of Administrative Services is a classified management employee who is exempt from all overtime and all compensatory time off in lieu of overtime. The Assistant Superintendent of Administrative Services shall be required to provide twelve months of full-time service to the District. The Assistant Superintendent of Administrative Services shall receive all legal holidays and such other holidays designated by the Board (15 days). The Assistant Superintendent of Administrative Services shall be entitled to twenty-two (22) days of annual vacation per fiscal year that must be used each fiscal year. Any unused vacation remaining at the end of a fiscal year will be paid out to the Assistant Superintendent of Administrative Services on or before June 30th. The Assistant Superintendent of Administrative Services per diem rate will be calculated based on annual salary divided by 262 days. The Assistant Superintendent of Administrative Services shall be entitled to twelve (12) days of sick leave per year.

VI. HEALTH AND WELFARE BENEFITS

The Assistant Superintendent shall receive medical, dental, vision, and such other fringe benefits as are provided by the Board to other classified management employees. The Assistant Superintendent shall participate in the health and welfare benefit plans in the same manner as other classified management employees.

VII. LONGEVITY STIPEND

The Assistant Superintendent of Administrative Services shall be entitled to a stipend for longevity in the same amount as granted by the Board generally to other classified management employees of the District. Computation of longevity shall include all time spent in a management or supervisory position within the District.

VIII. MASTERS DEGREE AND DOCTORATE DEGREE

The Assistant Superintendent of Administrative Services shall be entitled to a stipend for an earned master's or doctorate degree in the same amount as granted by the Board of Education to other classified management employees.

IX. RETIREMENT BENEFITS

If the Assistant Superintendent of Administrative Services remains employed as the assistant superintendent with the District for a consecutive total of five (5) years of satisfactory service, then upon retirement from active service from the District under the Public Employees Retirement System, she may elect at her option, that the Board pay the premiums for medical, dental, vision and such other fringe benefits as are provided by the Board to other management employees. If the Assistant Superintendent makes this election, the benefits shall be available until the Assistant Superintendent reaches the age of 65.

X. EVALUATION

The Superintendent of Schools, or his or her designee, shall evaluate the Assistant Superintendent of Administrative Services at least annually and may do so at any time. A copy of any written evaluation shall be delivered to the Assistant Superintendent of Administrative Services who shall have the right to make a written reaction or response to the evaluation before it is placed in the personnel file of the Assistant Superintendent of Administrative Services.

XI. PROFESSIONAL GROWTH

The District encourages the professional growth of the Assistant Superintendent of Administrative Services through participation, as mutually agreed to by the Superintendent of Schools, in:

1. Programs and other activities conducted or sponsored by local, state, and national school administrator associations;

2. Seminars and courses offered by public or private educational institutions;

3. Informational meetings with other persons whose skill or background would serve to improve the capacity of the Assistant Superintendent of Administrative Services to perform professional responsibilities.

The Superintendent of Schools may permit release time for the Assistant Superintendent of Administrative Services to attend such activities and pay the necessary, reasonable fees and expenses pursuant to established procedures of the District.

XII. DUES AND MEMBERSHIPS IN ASSOCIATIONS AND ORGANIZATIONS

The District shall make direct payment of dues for the Assistant Superintendent of Administrative Services' membership in up to three (3) professional or service associations or organizations.

XIII. TERMINATION OF CONTRACT

This Contract may be terminated under the following conditions.

A. Termination by Mutual Consent: The District and Assistant Superintendent of Administrative Services may by mutual agreement in writing terminate this Contract at any time.

B. Termination by District without Cause: The District may unilaterally and without cause terminate this contract and the employment of the Assistant Superintendent of Administrative Services. In consideration of the District's right to terminate this Contract without cause, the District shall continue to pay the Assistant Superintendent of Administrative Services each month his/her then current salary for the remainder of this Contract, but not to exceed twelve (12) months. Upon termination of this Contract pursuant to this subparagraph, the Assistant Superintendent of Administrative Services shall continue to receive the fringe benefits to which she was previously entitled for the remainder of this Contract, but not to exceed twelve (12) months, or until the Assistant Superintendent of Administrative Services finds other employment, whichever occurs first. The intent of these provisions is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

C. Termination by District for Cause: This Contract and the services of the Assistant Superintendent of Administrative Services may be terminated by the District at any time for breach of this Contract, for the failure of the Assistant Superintendent of Administrative Services to satisfactorily perform the duties of her position as determined in the evaluation process conducted by the Superintendent, for any ground enumerated in Education Code section 44932, or for the commission of any act of fraud, misrepresentation or moral turpitude. The District shall not terminate this Contract under this subparagraph until a written statement of unsatisfactory performance or grounds for termination has first been served upon the Assistant Superintendent of Administrative Services. The Assistant Superintendent of Administrative Services may then request (in writing) a conference with the Board. If a conference is granted by the Board, the Assistant Superintendent of Administrative Services shall be given a reasonable opportunity to address the Board.

D. Termination by District Based upon Continuing Disability: This Contract and the services of the Assistant Superintendent of Administrative Services may be terminated because of the continuing disability of the Assistant Superintendent of Administrative Services. In such event, the District shall give at least thirty (30) days prior written notice to the Assistant Superintendent of Administrative Services. No such notice shall be sent until there are no remaining days of paid leave available to the Assistant Superintendent of Administrative Services, and the Assistant Superintendent of Administrative Services is not able to perform the essential duties of her position with or without reasonable accommodation.

E. Termination by Assistant Superintendent of Administrative Services: Any termination by the Assistant Superintendent of Administrative Services shall be preceded by at least forty-five (45) days written notice to the Board.

XIV. MISCELLANEOUS PROVISIONS

1. This Contract is subject to all applicable laws of the State of California, titles and

regulations of the State Board of Education, and Board Policies.

2. All promises and covenants contained herein are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, this Contract shall be interpreted as if such invalid promises or covenants were not contained herein.

3. This Contract is the full and complete agreement of the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effective only upon written approval of such amendment, modification, or variation by the Board.

BURBANK UNIFIED SCHOOL DISTRICT

By: _____

Debbie Kukta, Assistant Superintendent, Administrative Services Date

By: _____

Matt Hill, Superintendent of Schools Date

By: _____

Roberta Reynolds, President of the Board of Education Date

June 6, 2019

_____

DATE APPROVED BY THE
BOARD OF EDUCATION

Burbank Unified School District
Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 6, 2019
SUBJECT:	Appointment of Executive Assistant to the Superintendent

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Background:
On April 18, 2019, the Board of Education approved the job description for the Executive Assistant to the Superintendent. The establishment of the job description was due to a staffing reorganization in the Superintendent's office.

Discussion and Issues:
It is being recommended that Kimberley Clark be appointed into the position of Executive Assistant to the Superintendent. The position of Executive Assistant will continue to perform varied and complex secretarial duties for the department. She has served in the capacity of Executive Assistant/Public Information Officer for the District since 2010 and is familiar with departmental processes and procedures.

Fiscal Impact:
The salary for the Executive Assistant to the Superintendent reflects a savings of approximately $12,771 in wages and statutory benefits.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the appointment of Executive Assistant to the Superintendent, effective July 1, 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
PREPARED BY:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 6, 2019
SUBJECT:	Approval to Fill the Tier 2 Vacant Classified, Certificated and Management Positions

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Background:
Recognizing both the financial hardship of Burbank Unified School District, and the need to serve students and effectively run the District and site operations, the Board of Education approved a tiered hiring freeze at the August 2, 2018 Board meeting with Tier 2 positions requiring Board approval.

Discussion/Issues:
The attached document lists all Tier 2 vacant positions not yet approved by the Board of Education as well as justification for each position. The positions listed are recommended by the Superintendent to be filled.

Financial Implications:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and Management positions, effective June 7, 2019, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES SERVICES
APPROVAL OF TIER 2 VACANT POSITIONS
Board Meeting Date: June 6, 2019

Position	Location	FTE	New/ Replacement	Cert/Class	Tier	Rationale	Cost
Coordinator, Special Education	Special Education	1	Replacement	Management	2	The Special Education Coordinator carries out a multitude of responsibilities that are vital to providing a free, appropriate, public education ("FAPE") to students with special needs. The Coordinator is responsible for overseeing the provision of all mandated Special Education Related Services. This involves hiring and supervising over 16 Speech and Language Pathologists, 9 Occupational Therapists, 2 Adapted PE Teachers, Assistive Technology TOSA and Assistant, as well as others. The Special Education Coordinator is also the administrator for the Special Education Pre-School ("SEED") and supervises all teachers and service providers there, as well as overseeing all IEPs there. In addition, this position plans, coordinates and oversees the mandated provision of Special Education Extended School Year, as well as the Induction Program for Special Education Teachers.	$128,996
Curriculum Specialist	Miller Elementary	1	Replacement	Certificated	2	The Curriculum Specialist serves as the teacher specialist who coordinates the distribution, administration, and collection of state assessments-CAASPP and District assessment for interim assessments four times/year, GATE testing and Math Field Day testing; collects, organizes and provides teachers opportunities to reflect on assessment data included at data chats; assists teachers in the appropriate selection of materials based on students' academic needs; provides instruction to small groups of targeted students who need additional academic support; identifies students in need of intervention, maintains records of participation or non-attendance, works with intervention teachers to provide instruction and materials; provides professional development to staff and teachers focusing on student achievement; serves as the site GATE coordinator, provides testing and maintains records, engages in parent communication and supports GATE teachers in strategies for differentiated instruction; assists the site ELD Specialist in supporting the English Language Learner students; serves as the administrative designee as needed.	$95,641

BURBANK UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES SERVICES
APPROVAL OF TIER 2 VACANT POSITIONS
Board Meeting Date: June 6, 2019

Position	Location	FTE	New/ Replacement	Cert/Class	Tier	Rationale	Cost
ELD Office Specialist I	Instructional Services	0.5	Replacement	Classified	2	The ELD Office Specialist is vital to the ELD Program at four elementary schools. The ELD Office Specialist assists with the correct identification and placement of English learners throughout the year. In addition, the ELD Office Specialist generates, processes, and maintains information related to monitoring the progress of English learners. They also assist in the reclassification process and monitor the progress of reclassified students for four years after the reclass date. Without such position, strain is put on the four elementary schools that rely on this position to assist them with identification, placement, progress monitoring, and reclassification of ELs.	$22,285
High School Assistant Principal	Monterey High School	1	Replacement	Managmeent	2	The students at Monterey High School represent our targeted subgroups of students. The supplemental grant in LCAP specifically addresses the needs of these specific students. Therefore, it is critical to fill this position. It is also justifiable to address the assistant principal position specifically in the LCAP Supplemental Grant for next year.	$142,515
Instructional Assistant	Washington Elementary	0.375	Replacement	Classified	2	The Instructional Assistant for Transitional Kindergarten is critical to the safety, well-being and education to those students in the program. We have ETK students in that program and those are the 4 year olds that turn 5 after December 2019. During recess 2 instructional assistants monitor the safety and eating habits of 48 TK and ETK students. This program needs a TK Instructional Assitant in order for all children to be safe and learn in small group instruction.	$9,318
Facilities Worker	Facilities Services	1	Replacement	Classified	2	The Facilities Worker assists the tradesperson during larger projects. These large projects may require concrete cutting and removal, sewer pipe replacement and high voltage wire pulling. Additional jobs include assisting our HVAC mechanics during the summer to change all of the air filters and helping our low voltage technician check fire alarm devices. In addition to assisting our tradesperson, the Facilities Worker also moves furniture and supplies from site to site during the summer time. Transporting tables and chairs are part of the Facilities Workers responsibility. This is needed for testing at the high schools and special events at various sites such as the college fair held at the high schools.	$61,744
School Finance Clerk	Adult School	0.75	New	Classified	2	The School Finance Clerk provides critical clerical support for the Student Council account and for daily purchases of textbooks and course fees. Additionally, this position supports the spectrum of programs at Burbank Adult School: ABE, ASE, CTE, Parent Education and Fee-Based Enrichment programs. With greater accountability for Adult Education funding this position is crucial to ensuring that Burbank Adult complies with the funding mandates and the audit process.	$37,869

BURBANK UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES SERVICES
APPROVAL OF TIER 2 VACANT POSITIONS
Board Meeting Date: June 6, 2019

Position	Location	FTE	New/ Replacement	Cert/Class	Tier	Rationale	Cost
School Safety/Utility Custodian	Adult School	0.5	New	Classified	2	The School Safety/Utility Custodian will work at the Independent learning Academy afternoon shift from 1:00 p.m. to 5:00 p.m. . With the expansion of the ILA to 100 students and the weekly parent/student meetings required this position is vital as he/she would provide security to the classrooms, and also provide custodial services to the classrooms, restrooms and common area as well as monitors the school site for unauthorized use or activity.	$22,505
School Safety/Utility Custodian	Adult School	0.2	New	Classified	2	The School Safety/Utility Custodian will work at the Adult Education Saturday shift and is the only custodian working on Saturday as security at the school. With the expanding course and program offerings on Saturday this position is vital as he/she cleans the classrooms, auditorium and restrroms and common areas as well as monitors the school site for unauthorized use or activity.	$6,090
Frozen Positions							
Middle School Assistant Principal	Luther Middle School	1	Replacement	Management	2		$131,583

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 Services
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources Services
DATE:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services with Frontline Technologies is to provide employee absence management and substitute placement to classified and certificated employees during the 2019 – 2020 school year.

Discussion/Issues:
The agreement with Frontline Education will provide District staff with access to the automated employee absence management and substitute placement system via the telephone and via the internet.

The term of the agreement is as follows:

July 1, 2019 through June 30, 2020.

Financial Impact:
The financial impact to the District is $25,012 per year.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2019 through June 30, 2020, not to exceed $25,012 (01.0-00000.0-00000-72000-5840-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

frontline education

INVOICE

Acct #: 16201
#INVUS102103

Burbank Unified School Dist
1900 W Olive Ave
Burbank CA 91506

Start Date: 7/1/2019
Due Date: 7/31/2019

PAYMENT INFORMATION

Please send checks to:

Frontline Technologies Group LLC
PO Box 780577
Philadelphia, PA 19178-0577

To make payment via ACH/EFT:

Bank Name: Wells Fargo, N.A.
Account Name: Frontline Technologies Group LLC
ABA/Routing #: 121000248
Account #: 4121566533
Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to Billing@FrontlineEd.com.

Qty	Description	Start	End	End User	Rate	Amount
1	Absence & Substitute Management, unlimited usage for internal employees	7/1/2019	6/30/2020	16201 Burbank Unified School Dist	$25,011.96	$25,011.96

Please note: Our billing is contract based, so you will need to check with your buyers/approvers for your organization's internal PO information. While we may note a provided PO# as a courtesy, PO tracking is an internal customer process. Timely payment is important to maintain a continuous subscription status and allow for delivery of professional services.

SUBTOTAL	$25,011.96
TOTAL DUE by 7/31/2019	$25,011.96

Invoice Generated on 5/15/2019

Burbank Unified School District
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Leticia Castillo, Supervisor, Human Resources
SUBMITTED BY:	Leticia Castillo, Supervisor, Human Resources
DATE:	June 6, 2019
20SUBJECT:	Adoption of Resolution 36 for the Elimination or Reduction of Services for Classified Positions

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Background:
When it becomes necessary to eliminate or reduce classified bargaining unit positions, the Board of Education must approve such reductions and/or eliminations. Subsequent to the Board's approval, employees must be notified not less than 60 days prior to the effective date of the reduction or elimination of their positions.

Discussion/Issues:
These recommendations have been shared with a representative from the California School Employees Association (CSEA), Chapter 674

There are ten positions being recommended for elimination:

- There is one 5 hr/day Children's Center Service Worker position at Horace Mann being recommended for elimination due to lack of work. This position is funded through the following appropriation number, 12.0-90601.0-00000-82110-2210-5080000. The elimination of this positon may involve bumping.
- There is one 2 hr/day Community Resource Assistant position in Instructional Services being recommended for elimination due to lack of funds. This position is funded through the following appropriation number, 01.0-56400.0-00000-31400-2410-7728000. The elimination of this position may involve bumping.
- There are two 6 ½ hr/day Discrete Trial Facilitator positions in Special Education being recommended for elimination due to lack of work. These positions are funded through the following appropriation number, 01.0-65000.0-57500-11905-2110-7440000. These positions are currently vacant and will not involve bumping.
- There is one 4 hr/day Instructional Assistant position at Stevenson Elementary being recommended for elimination due to lack of work. This position supports the junior kindergarten program and this program is not in session in the Fall. This position is funded through the following appropriation number, 01.0-00000.0-11100-100000-2110-2150000. The elimination of this position may involve bumping.
- There is one 4 hr/day Instructional Assistant position at Emerson Elementary being recommended for elimination due to lack of work. This position supports the junior kindergarten program and this program is not in session in the Fall. This position is funded through the following appropriation number, 01.0-00000.0-11100-100000-2110-2150000. The elimination of this position may involve bumping.
- There is one 3 ½ hr/day Instructional Assistant-Children's Center position at Washington ATB being recommended for elimination due to lack of work. The lack of work is due to decreased enrollment. This position is funded through the following appropriation number, 12.0-90602.0-11100-10000-2110-2160000. The elimination of this position may involve bumping.

- There is one 3 hr/day Instructional Assistant-Children's Center position at Miller ATB being recommended for elimination due to lack of work. The lack of work is due to decreased enrollment. This position is funded through the following appropriation number, 12.0-90602.0-11100-10000-2110-2100000. The elimination of this position may involve bumping.
- There is one 6 hr/day Instructional Assistant-Severely Impaired position at FACTS being recommended for elimination due to lack of work. This position is a 1:1 position and the student will no longer be attending FACTS. This position is funded through the following appropriation number, 01.0-33100.0-57500-11106-2100-5330044. The elimination of this position may involve bumping.
- There is one 6 ½ hr/day Instructional Assistant-Translator (Deaf) position at Washington Elementary being recommended for elimination due to lack of work. This is a 1:1 position and the student will be moving to a classroom with a DHH teacher. This position is funded through the following appropriation number, 01.0-65000.0-57700-11104-2110-2160000. The elimination of this position may involve bumping.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 36 for the Elimination or Reduction of Services for Classified positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
June 6, 2019

In the Matter of Layoff of
Classified Employees **RESOLUTION 36**

WHEREAS, Due to lack of work and/or lack of funds this Board hereby finds that it is in the best interest of the Burbank Unified School District to eliminate or reduce classified positions pursuant to provisions in the California Education Code and consistent with Article 15 in the Agreement with CSEA, Chapter 674, to the following extent:

	FTE
Eliminate one Children's Center Service Worker	.625
Eliminate one Community Resource Assistant	.25
Eliminate two Discrete Trial Facilitators	.8125
Eliminate two Instructional Assistants	.5
Eliminate one Instructional Assistant-Children's Center	.4375
Eliminate one Instructional Assistant-Children's Center	.375
Eliminate one Instructional Assistant-Severely Impaired	.75
Eliminate one Instructional Assistant-Translator (Deaf)	.8125

BE IT FURTHER RESOLVED, That the Superintendent is hereby authorized and directed to investigate any bumping or displacement rights of affected classified employees and to give appropriate layoff notices to the affected employees pursuant to provisions in the California Education Code and consistent with Article 15 in the Agreement with CSEA, Chapter 674, not less than 60 days prior to the effective date of layoff subject to negotiations to the extent required by law and the CSEA agreement.

ADOPTED, the 6th day of June 2019, by the Governing Board of the Burbank Unified School District.

Clerk

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	June 6, 2019
SUBJECT:	Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

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Background:

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

The updates presented at this time are the March 2019 Board Policies sent to the District by CSBA. These policies have also been reviewed by a subcommittee consisting of two members of the Board of Education and appropriate administrative staff. A first reading was held on May 16, 2019, and no additional changes were identified at that time. 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 second reading and approval of the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

POLICY GUIDE SHEET
March 2019
Page 1 of 4

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

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

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

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

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

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

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

AR 1340 - Access to District Records
(AR revised)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BP 5127 - Graduation Ceremonies and Activities
(BP revised)

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

E 5145.6 - Parental Notifications
(E revised)

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

AR 5148 - Child Care and Development
(AR revised)

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

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

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

CHARTER SCHOOL OVERSIGHT

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

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

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

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

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

Waivers

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

(cf. 1431 - Waivers)

Provision of District Services

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

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

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

CHARTER SCHOOL OVERSIGHT (continued)

Material Revisions to Charter

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

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

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

Monitoring Charter School Performance

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

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

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

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

CHARTER SCHOOL OVERSIGHT (continued)

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

(cf. 7160 - Charter School Facilities)

Technical Assistance/Intervention

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

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

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

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

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

Complaints

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

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

CHARTER SCHOOL OVERSIGHT (continued)

School Closure

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

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

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

Legal Reference: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference:

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

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)

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

Legal Reference continued: (see next page)

CHARTER SCHOOL OVERSIGHT (continued)

Legal Reference: (continued)
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
11700.1-11705 Independent study
11960-11969 Charter schools
CODE OF REGULATIONS, TITLE 24
101 et seq. California Building Standards Code
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972; discrimination based on sex
6311 State plan
7221-7221j Charter schools
UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
CODE OF FEDERAL REGULATIONS, TITLE 34
200.1-200.78 Accountability
COURT DECISIONS
Ridgecrest Charter School v. Sierra Sands Unified School District, (2005) 130 Cal.App.4th 986
ATTORNEY GENERAL OPINIONS
Opinion No. 11-201 (2018)
89 Ops.Cal.Atty.Gen. 166 (2006)
80 Ops.Cal.Atty.Gen. 52 (1997)
78 Ops.Cal.Atty.Gen. 297 (1995)
CALIFORNIA OFFICE OF ADMINISTRATIVE HEARINGS DECISIONS
Student v. Horizon Instructional Systems Charter School, (2012) OAH Case No. 2011060763

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Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
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Charter Schools Program: Title V, Part B of the ESEA, January 2014
WEB SITES
CSBA: http://www.csba.org
California Charter Schools Association: http://www.calcharters.org
California Department of Education, Charter Schools: http://www.cde.ca.gov/sp/cs
National Association of Charter School Authorizers: http://www.qualitycharters.org
U.S. Department of Education: http://www.ed.gov

CHARTER SCHOOL OVERSIGHT

REQUIREMENTS FOR CHARTER SCHOOLS

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

Governance

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

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

Operations

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

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

Admission/Enrollment

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

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

CHARTER SCHOOL OVERSIGHT (continued)

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

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

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

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

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

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

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

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

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

Nondiscrimination

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

CHARTER SCHOOL OVERSIGHT (continued)

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

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

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

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

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

Tuition and Fees

18. Not charge tuition (Education Code 47605)

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

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

CHARTER SCHOOL OVERSIGHT (continued)

School Plans

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

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

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

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

Curriculum and Instruction

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

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

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

CHARTER SCHOOL OVERSIGHT (continued)

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

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

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

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

High School Graduation

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

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

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

Student Expression

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

CHARTER SCHOOL OVERSIGHT (continued)

Staffing

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

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

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

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

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

Parent/Guardian Involvement

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

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

Nutrition

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

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

CHARTER SCHOOL OVERSIGHT (continued)

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

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

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

Student Health

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

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

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

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

CHARTER SCHOOL OVERSIGHT (continued)

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

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

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

Student Conduct/Discipline

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

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

Student and Parent/Guardian Records

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

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

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

CHARTER SCHOOL OVERSIGHT (continued)

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

Facilities

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

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

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

Finance

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

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

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

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

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

CHARTER SCHOOL OVERSIGHT (continued)

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

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

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

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

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

Accountability

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

UNIFORM COMPLAINT PROCEDURES

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

Complaints Subject to UCP

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

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

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

2. Programs and activities subject to UCP are:

Adult Education
After School Education and Safety
Agricultural Vocational Education

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

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

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

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

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

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

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

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

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

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

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

(cf. 0420 - School Plans/Site Councils)

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

(cf. 6173.1 - Education for Foster Youth)

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

(cf. 6173 - Education for Homeless Children)

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

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

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

(cf. 6152 - Class Assignment)

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

(cf. 6142.7 - Physical Education and Activity)

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

14. Any other complaint as specified in a district policy

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

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

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

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

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

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

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

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

(cf. 3580 - District Records)

Non-UCP Complaints

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

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

(cf. 5141.4 - Child Abuse Prevention and Reporting)

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

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

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

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

Management Resources: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

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

UNIFORM COMPLAINT PROCEDURES

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

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

Compliance Officers

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

Notifications

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

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

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

The notice shall include:

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

Filing of Complaints

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

Mediation

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

Investigation of Complaint

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

Timeline for Final Decision

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

Final Written Decision

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

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

   a. Statements made by any witnesses

   b. The relative credibility of the individuals involved

   c. How the complaining individual reacted to the incident

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

   e. Past instances of similar conduct by any alleged offenders

   f. Past false allegations made by the complainant

2. The conclusion(s) of law

3. Disposition of the complaint

4. Rationale for such disposition

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

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

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

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

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

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

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

   f. Other incidents at the school involving different individuals

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

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

   a. The corrective actions imposed on the respondent

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

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

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

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

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

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

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

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

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

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

Corrective Actions

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

(cf. 5137 - Positive School Climate)

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

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support

3. Health services

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

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

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

7. Restorative justice

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

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

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

2. Parent/guardian conference

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

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

Appeals to the California Department of Education

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

1. A copy of the original complaint

2. A copy of the written decision

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

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

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

6. A copy of the district's UCP

7. Other relevant information requested by CDE

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

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

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

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

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

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

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

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

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

a. A semester begins and a teacher vacancy exists.

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

(cf. 4112.22 - Staff Teaching English Learners)

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

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Notices

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

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

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

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

Filing of Complaint

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

Investigation and Response

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

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

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

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

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

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

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

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

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

(cf. 1340 - Access to District Records)

Reports

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

Legal Reference: (see next page)

Legal Reference:

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

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

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES

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

Parents/Guardians, Students, and Teachers:

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

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

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

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

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

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

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES

K-12 COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

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

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

Response requested? ❑ Yes ❑ No

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

Date problem was observed: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES (continued)

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

_____
_____
_____
_____
_____
_____
_____
_____

Please file this complaint at the following location:

_____
(principal or designee)

_____
(address)

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

_____ _____
(Signature) (Date)

WILLIAMS UNIFORM COMPLAINT PROCEDURES

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

Parents/Guardians, Students, and Teachers:

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

1. Outdoor shade that is safe and in good repair

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

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

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

5. Visual supervision of children at all times

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

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

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

WILLIAMS UNIFORM COMPLAINT PROCEDURES

PRESCHOOL COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

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

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

Response requested? ❑ Yes ❑ No

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

Date problem was observed: _____

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

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

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

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

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

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

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

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

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

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

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

_____
_____
_____
_____
_____
_____

Please file this complaint at the following location:

_____
(preschool administrator or designee)

_____
(address)

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

_____ _____
(Signature) (Date)

ACCESS TO DISTRICT RECORDS

Definitions

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

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

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

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

Public Records

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

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

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

2. Statistical compilations

3. Reports and memoranda

4. Notices and bulletins

5. Minutes of public meetings (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

6. Meeting agendas (Government Code 54957.5)

(cf. 9322 - Agenda/Meeting Materials)

7. Official communications between the district and other government agencies

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

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

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

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

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

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

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

(cf. 9270 - Conflict of Interest)

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

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

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

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

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

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

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

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

Confidential Public Records

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

(cf. 5145.13 - Response to Immigration Enforcement)

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

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

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

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

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

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

ACCESS TO DISTRICT RECORDS (continued)

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

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

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

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

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

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

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

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

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

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

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

(cf. 6162.51 - State Academic Achievement Tests)

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

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

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

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

(cf. 6163.1 - Library Media Centers)

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

(cf. 9124 - Attorney)

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

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

(cf. 9223 - Filling Vacancies)

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

(cf. 9321 - Closed Session Purposes and Agendas)

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

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

ACCESS TO DISTRICT RECORDS (continued)

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

(cf. 5141.6 - School Health Services)

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

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

Inspection of Records and Requests for Copies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Assistance in Identifying Requested Records

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

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

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

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

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

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

BUDGET

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

the fiscal health of the district.

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

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

Budget Development and Adoption Process

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

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

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

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

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

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

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

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

(cf. 1340 - Access to District Records)

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

Budget Advisory Committee

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

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

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

Budget Criteria and Standards

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

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

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

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

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

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

Fund Balance

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

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

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

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

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

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

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

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

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

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

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

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

Reserve Balance

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

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

Long-Term Financial Obligations

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

(cf. 4141/4241 - Collective Bargaining Agreement)

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

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

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

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

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

Budget Amendments

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

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

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

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

Legal Reference:

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

Legal Reference continued: (see next page)

BUDGET (continued)

Legal Reference: (continued)

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

Management Resources:

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

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

BUDGET

Budget Advisory Committee

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

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

(cf. 9140 - Board Representatives)

2. District and school site administrators

3. Representatives of bargaining units

4. Certificated and/or classified staff

5. Parents/guardians

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

7. Students

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

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

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

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

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

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

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

(cf. 3350 - Travel Expenses)

Public Hearing

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

(cf. 0460 - Local Control and Accountability Plan)

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

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

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

1. The minimum recommended reserve for economic uncertainties

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

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

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

(cf. 9323 - Meeting Conduct)

Budget Review Committee for Disapproved Budgets

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

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

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

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

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

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

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

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

FEES AND CHARGES

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

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

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

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

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

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

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

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

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

FEES AND CHARGES (continued)

Complaints

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

(cf. 1312.3 - Uniform Complaint Procedures)

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

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

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

Collection of Debt

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

1. Denying full credit for any class assignment

2. Denying full and equal participation in any classroom activity

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

4. Denying or withholding grades or transcripts

5. Denying or withholding a diploma

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

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

Legal Reference: (see next page)

FEES AND CHARGES (continued)

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

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

Legal Reference continued: (see next page)

FEES AND CHARGES (continued)

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

WEB SITES

CSBA: http://www.csba.org

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

FEES AND CHARGES

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

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

(cf. 5143 - Insurance)

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

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

(cf. 6153 - School-Sponsored Trips)

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

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

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

(cf. 6142.5 - Environmental Education)

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

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

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

FEES AND CHARGES (continued)

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

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

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

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

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

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

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

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

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

(cf. 5125 - Student Records)

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

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

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

FEES AND CHARGES (continued)

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

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

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

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

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

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

(cf. 6200 - Adult Education)

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

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

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

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

FEES AND CHARGES (continued)

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

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

Collection of Debt

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

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

RECOVERY FOR PROPERTY LOSS OR DAMAGE

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

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

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

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

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

Rewards

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

The Board shall determine the appropriate amount for the reward.

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

Legal Reference: (see next page)

RECOVERY FOR PROPERTY LOSS OR DAMAGE (continued)

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

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

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

RECOVERY FOR PROPERTY LOSS OR DAMAGE

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

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

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

(cf. 3515.3 - District Police/Security Department)

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

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

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

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

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

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

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

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

NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(cf. 4032 - Reasonable Accommodation)

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

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

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

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

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

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

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

Legal Reference: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

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

Legal Reference continued: (see next page)

NONDISCRIMINATION IN EMPLOYMENT (continued)

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

Management Resources:

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

NONDISCRIMINATION IN EMPLOYMENT

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

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

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

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

Measures to Prevent Discrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Complaint Procedure

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

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

   The complainant may file a written complaint in accordance with this procedure or may first attempt to resolve the situation informally with the employee's supervisor.

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

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

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

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

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

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

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

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

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

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

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

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

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint

against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

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

Other Remedies

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

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960

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

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

PERSONAL ILLNESS/INJURY LEAVE

Certificated employees employed five school days per week are entitled to 10 days' leave of absence with full pay for personal illness or injury (sick leave) per school year of service. Employees who work less than five school days per week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employees who are entitled to less than three days of paid sick leave per year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 44978; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

Certificated employees may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of and in the course of employment; quarantine which results from contact in the course of employment with other persons having a contagious disease; or temporary inability to perform assigned duties because of illness, accident, or quarantine (Education Code 44964)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

2. Pregnancy, miscarriage, childbirth, and related recovery (Education Code 44965, 44978)

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

3. Personal necessity (Education Code 44981)

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accidents or illnesses when leave granted specifically for that purpose has been exhausted (Education Code 44984)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of the employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 44977.5; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and/or 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued. (Education Code 44978)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 44978)

At the beginning of each school year, employees shall be notified of the amount of sick leave they have accumulated.

The district shall not require new employees to waive leave accumulated in a previous district. (Education Code 44979, 44980)

The Superintendent or designee shall notify any certificated employee who leaves the district after at least one school year of employment that if the employee accepts a certificated position in another district, county office of education, or community college district within one year, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 44979, 44980)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a certificated employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 10 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or more by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 44978.2)

PERSONAL ILLNESS/INJURY LEAVE (continued)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 10-day maximum leave. If the disability rating decision makes

the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 44978.2)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 44978.2)

Notification of Absence

An employee shall notify the district of the need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

(cf. 4121 - Temporary/Substitute Personnel)

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

OPTION 1:

During each school year, when a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five school months, the district shall deduct from the employee's regular salary for that period the actual cost of a substitute to fill the position. If the district has made every reasonable effort to secure the services of a substitute and has been unable to do so, the amount that would have been paid to a substitute shall be deducted from the employee's salary. (Education Code 44977)

PERSONAL ILLNESS/INJURY LEAVE (continued)

An employee shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

OPTION 2:

After a certificated employee has exhausted all available sick leave, including all accumulated sick leave, and, due to illness or accident, continues to be absent for an additional period of up to five months, the employee shall receive at least 50 percent of the employee's regular salary during the additional period of absence. (Education Code 44983)

Absence Beyond Five-Month Period/Reemployment List

If a certificated employee is not medically able to return to work after the five-month period provided pursuant to Education Code 44977, the employee shall be placed either in another position or on a reemployment list. Placement on the reemployment list shall be for 24 months for probationary employees or 39 months for permanent employees and shall begin at the expiration of the five-month period. If during this time the employee becomes medically able, the employee shall be returned to employment in a position for which the employee is credentialed and qualified. (Education Code 44978.1)

(cf. 4116 - Probationary/Permanent Status)

Parental Leave

During each school year, a certificated employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 44977.5)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 44977.5)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 44977.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Parental leave taken pursuant to Education Code 44977.5 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 44977.5; Government Code 12945.2, 12945.6)

Verification Requirements

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

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the employee's need for further leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny further leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to duty and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Healthy Workplaces, Healthy Families Act Requirements

No employee shall be denied the right to use accrued sick days, and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

PERSONAL ILLNESS/INJURY LEAVE (continued)

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

   a. That an employee is entitled to accrue, request, and use paid sick days

b. The number of sick days provided by Labor Code 245-249

c. The terms of use of paid sick days

d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE

44964 Power to grant leave of absence in case of illness, accident, or quarantine
44965 Granting of leaves of absence for pregnancy and childbirth
44976 Transfer of leave rights when school is transferred to another district
44977 Salary deduction during absence from duties up to five months after sick leave is exhausted
44977.5 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

44978 Provisions for sick leave of certificated employees
44978.1 Inability to return to duty; placement in another position or on reemployment list
44978.2 Leave for military service connected disability
44979 Transfer of accumulated sick leave to another district
44980 Transfer of accumulated sick leave to a county office of education
44981 Leave of absence for personal necessity
44983 Exception to sick leave when district adopts specific rule
44984 Industrial accident or illness
44986 Leave of absence for disability allowance applicant
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
220 Sections inapplicable to public employees
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
234 Absence control policy
245-249 Healthy Workplaces, Healthy Families Act of 2014
CODE OF REGULATIONS, TITLE 5
5601 Transfer of accumulated sick leave
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.702 Family and Medical Leave Act of 1993
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
Veguez v. Governing Board of Long Beach Unified School District, (2005) 127 Cal.App.4th 406

PERSONAL ILLNESS/INJURY LEAVE

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, part-time employees who are entitled to less than 24 hours of paid sick leave per fiscal year due to the amount of time worked shall be granted sick leave pursuant to Labor Code 246, if they are eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact in the course of employment with other persons having a contagious disease (Education Code 45199)

2. Pregnancy, childbirth, and recovery (Education Code 45193)

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

3. Personal necessity as specified in Education Code 45207

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

4. Medical and dental appointments, in increments of not less than one hour

5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

7. Need of the employee or the employee's family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)

8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

PERSONAL ILLNESS/INJURY LEAVE (continued)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave that would be accrued during six months at the employee's then current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave, or the proportionate amount to which the employee may be entitled, until the first day of the month after the employee has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if the employee accepts employment in another district, county office of education, or community college district within one year of the termination of employment, the employee may request that the district transfer any accumulated sick leave to the new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time worked. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of the disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after

active duty, whichever is later. When the employee receives the disability rating decision, the employee shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of the need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which the employee intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or injury, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the

remainder of the 100 days shall be compensated at least 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Parental Leave

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period of up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay of at

least 50 percent of the employee's regular salary for the remainder of the 12 work weeks. (Education Code 45196.1)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to return to work after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes medically able, the employee shall be offered reemployment in the first vacancy in the classification of the employee's previous

assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to the employee's immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued

absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information. Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from a physician stating that the employee is able to return to work and stipulating any necessary restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)
(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, short-term or substitute employees who work for 30 or more days within a year of their employment shall

be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Short-term or substitute employees may begin to use accrued paid sick days on the 90th day of their employment, after which they may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. The employee's own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care

2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or the employee's child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

PERSONAL ILLNESS/INJURY LEAVE (continued)

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:

   a. That an employee is entitled to accrue, request, and use paid sick days

   b. The number of sick days provided by Labor Code 245-249

   c. The terms of use of paid sick days

   d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against the employee

2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request

3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available

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

4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference: (see next page)

PERSONAL ILLNESS/INJURY LEAVE (continued)

Legal Reference:

EDUCATION CODE
45103 Substitute employees
45190 Leaves of absence and vacations
45191 Leaves of absence for illness and injury
45191.5 Leave for military service connected disability
45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)
45195 Additional leave for nonindustrial accident or illness; reemployment preference
45196 Salary; deductions during sick leave
45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted
45202 Transfer of accumulated sick leave and other benefits
GOVERNMENT CODE
12945.1-12945.2 California Family Rights Act
12945.6 Parental leave
LABOR CODE
230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off
230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off
233 Illness of child, parent, spouse or domestic partner
245-249 Healthy Workplaces, Healthy Families Act of 2014
UNITED STATES CODE, TITLE 29
2601-2654 Family and Medical Leave Act of 1993, as amended
UNITED STATES CODE, TITLE 42
2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008
CODE OF FEDERAL REGULATIONS, TITLE 29
825.100-825.702 Family and Medical Leave Act of 1993
1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008
COURT DECISIONS
California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957
California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

Regulation approved: CSBA MANUAL MAINTENANCE SERVICE March 2019

WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or willfully does not return district property that has been loaned to the student, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, 49014)

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5125 - Student Records)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 6161.2 - Damaged or Lost Instructional Materials)

This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)

Before withholding a student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

(cf. 5145.6 - Parental Notifications)

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

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

When a student who is transferring into the district has had grades, a diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

Legal Reference: (see next page)

WITHHOLDING GRADES, DIPLOMA OR TRANSCRIPTS (continued)

Legal Reference:

EDUCATION CODE

48904 Liability of parent

48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

48911 Suspension by principal, designee or superintendent

49014 Public School Fair Debt Collection Act

49069 Absolute right to access

GRADUATION CEREMONIES AND ACTIVITIES

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

High school students who have passed a high school equivalency test or the California High School Proficiency Examination may participate in graduation ceremonies. The specific test passed to satisfy the graduation requirements will be noted on the graduation program.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Elementary/Middle School Promotion Exercises

The Board desires that each elementary and middle school provide age-appropriate promotion exercises to recognize students who have completed the school's course of study.

Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

(cf. 1330 - Use of School Facilities)
(cf. 5145.2 - Freedom of Speech/Expression)

Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.

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

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

(cf. 5126 - Awards for Achievement)

Graduation Attire

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

(cf. 3260 - Fees and Charges)

Any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at the student's option, wear a military dress uniform at the ceremony. (Education Code 35183.3)

Students shall be permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary ceremonial attire, as long as the adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)

Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.

Disciplinary Considerations

Students are expected to comply with district and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies and activities except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.

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

During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.

High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE
35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance
35183.3 Graduation ceremonies; military dress uniforms
38119 Lease of personal property; caps and gowns
48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts
51225.5 Honorary diplomas; foreign exchange students
51410-51413 Diplomas
COURT DECISIONS
Workman v. Greenwood Community School Corporation, (2010) Case No. 1:2010cv00293
Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092
Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290
Lee v. Weisman, (1992) 505 U.S. 577
Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863
Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools, February 2003
WEB SITES
AASA The School Superintendents Association: http://www.aasa.org
Antidefamation League: https://www.adl.org
California Department of Education, High School: http://www.cde.ca.gov/ci/gs/hs
U.S. Department of Education: http://www.ed.gov

PARENTAL NOTIFICATIONS

Cautionary Notice: Government Code 17581.5 releases districts from the obligation to perform specified mandated activities when the Budget Act does not provide reimbursement during that fiscal year. The Budget Act of 2018 (SB 840, Ch. 29, Statutes of 2018) extends the suspension of these requirements

through the 2018-19 fiscal year. As a result, certain provisions of the following Exhibit related to scoliosis screening and bus safety instruction may be suspended.

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

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

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

PARENTAL NOTIFICATIONS (continued)

When to	Education or Other Legal	Board Policy/ Administrative

Notify	Code	Regulation #	Subject
I. Annually (continued)			
Beginning of each school year	Education Code 44050	BP 4119.21 4219.21 4319.21	Code of conduct addressing employee interactions with students
Beginning of each school year	Education Code 46010.1	AR 5113	Absence for confidential medical services
Beginning of each school year, if district has adopted policy on involuntary transfer of students convicted of certain crimes when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	District policy authorizing transfer
Beginning of each school year	Education Code 48980	BP 6111	Schedule of minimum days and student-free staff development days
Beginning of each school year	Education Code 48980, 231.5; 5 CCR 4917	AR 5145.7	Copy of sexual harassment policy as related to students
Beginning of each school year	Education Code 48980, 32255-32255.6	AR 5145.8	Right to refrain from harmful or destructive use of animals
Beginning of each school year	Education Code 48980, 35160.5, 46600-46611, 48204, 48301, 48350-48361	BP 5111.1 AR 5116.1 AR 5117	All statutory attendance options, available local attendance options, options for meeting residency, form for changing attendance, appeals process
Beginning of each school year, if Board allows such absence	Education Code 48980, 46014	AR 5113	Absence for religious exercises or purposes
Beginning of each school year	Education Code 48980, 48205	AR 5113 BP 6154	Excused absences; grade/credit cannot be reduced due to excused absence if work or test has been completed; full text of Education Code 48205

PARENTAL NOTIFICATIONS (continued)

When to	Education or Other Legal	Board Policy/ Administrative

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

I. Annually (continued)

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

I. Annually (continued)

Beginning of each school year	USDA SP-23-2017	AR 3551	District policy on meal payments

II. At Specific Times During the Student's Academic Career

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. At Specific Times During the Student's Academic Career (continued)

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

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

II. At Specific Times During the Student's Academic Career (continued)

To secondary students, if district receives Title I funds	20 USC 7908	AR 5125.1	Request that district not release name, address, phone number of child to military recruiters without prior written consent

III. When Special Circumstances Occur

In the event of a breach of security of district records, to affected persons	Civil Code 1798.29	BP 3580	Types of records affected, date of breach, description of incident, contact information for credit reporting agencies
Upon receipt of a complaint alleging discrimination	Education Code 262.3	AR 1312.3	Civil law remedies available to complainants
When determining whether an English learner should be reclassified as fluent English proficient	Education Code 313; 5 CCR 11303	AR 6174	Description of reclassification process, opportunity for parent/guardian to participate
When student is identified as English learner and district receives Title I or Title III funds for English learner programs, not later than 30 days after beginning of school year or within two weeks of placement if identified during school year	Education Code 313.2, 440; 20 USC 6312	AR 6174	Reason for classification, level of English proficiency, identification as long-term English learner, description of program(s), option to decline program or choose alternate, option to remove student from program at any time, exit requirements of program
When homeless or foster youth applies for enrollment in before/after school program	Education Code 8483	AR 5148.2	Right to priority enrollment; how to request priority enrollment
Before high school student attends specialized secondary program on a university campus	Education Code 17288	None	University campus buildings may not meet Education Code requirements for structural safety
At least 72 hours before use of pesticide product not included in annual list	Education Code 17612	AR 3514.2	Intended use of pesticide product
To members of athletic teams	Education Code 32221.5	AR 5143	Offer of insurance; no-cost and low-cost program options

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

Annually to parents/guardians of student athletes before they participate in competition	Education Code 33479.3	AR 6145.2	Information on sudden cardiac arrest
If school has lost its WASC accreditation status	Education Code 35178.4	BP 6190	Loss of status, potential consequences
When district has contracted for electronic products or services that disseminate advertising	Education Code 35182.5	BP 3312	Advertising will be used in the classroom or learning center
At least six months before implementing uniform policy	Education Code 35183	AR 5132	Dress code policy requiring schoolwide uniform
Before implementing a year-round schedule	Education Code 37616	BP 6117	Public hearing on year-round schedule
When interdistrict transfer is requested and not approved or denied within 30 days	Education Code 46601	AR 5117	Appeal process
Before early entry to kindergarten, if offered	Education Code 48000	AR 5111	Effects, advantages and disadvantages of early entry
When student identified as being at risk of retention	Education Code 48070.5	AR 5123	Student at risk of retention
When student excluded due to quarantine, contagious or infectious disease, danger to safety or health	Education Code 48213	AR 5112.2 BP 5141.33	Student has been excluded from school
Before already admitted student is excluded for lack of immunization	Education Code 48216; 17 CCR 6040	AR 5141.31	Need to submit evidence of immunization or exemption within 10 school days; referral to medical care
When a student is classified as truant	Education Code 48260.5, 48262	AR 5113.1	Truancy, parental obligation, availability of alternative programs, student consequences, need for conference

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When a truant is referred to a SARB or probation department	Education Code 48263	AR 5113.1	Name and address of SARB or probation department and reason for referral
When student requests to voluntarily transfer to continuation school	Education Code 48432.3	AR 6184	Copy of district policy and regulation on continuation education
Prior to involuntary transfer to continuation school	Education Code 48432.5	AR 6184	Right to request meeting prior to involuntary transfer to continuation school
To person holding educational rights, prior to recommending placement of foster youth outside school of origin	Education Code 48853.5	AR 6173.1	Basis for the placement recommendation
When student is removed from class and teacher requires parental attendance at school	Education Code 48900.1	AR 5144.4	Parental attendance required; timeline for attendance
Prior to withholding grades, diplomas, or transcripts	Education Code 48904	AR 5125.2	Damaged school property
When withholding grades, diplomas or transcripts from transferring student	Education Code 48904.3	AR 5125.2	Next school will continue withholding grades, diplomas, or transcripts
When student is released to peace officer	Education Code 48906	BP 5145.11	Release of student to peace officer for the purpose of removing minor from school, unless taken into custody as victim of suspected child abuse
At time of suspension	Education Code 48911	BP 5144.1 AR 5144.1	Notice of suspension
When original period of suspension is extended	Education Code 48911	AR 5144.1	Extension of suspension
At the time a student is assigned to a supervised suspension classroom	Education Code 48911.1	AR 5144.1	The student's assignment to a supervised suspension classroom
Before holding a closed session re: suspension	Education Code 48912	AR 5144.1	Intent to hold a closed session re: suspension

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When student expelled from another district for certain acts seeks admission	Education Code 48915.1, 48918	BP 5119	Hearing re: possible danger presented by expelled student
When readmission is denied	Education Code 48916	AR 5144.1	Reasons for denial; determination of assigned program
When expulsion occurs	Education Code 48916	AR 5144.1	Readmission procedures
At least 10 calendar days before expulsion hearing	Education Code 48918	AR 5144.1	Notice of expulsion hearing
When expulsion or suspension of expulsion occurs	Education Code 48918	AR 5144.1	Decision to expel; right to appeal to county board; obligation to inform new district of status
Before involuntary transfer of student convicted of certain crime when victim is enrolled at same school	Education Code 48929, 48980	BP 5116.2	Right to request a meeting with principal or designee
One month before the scheduled minimum day	Education Code 48980	BP 6111	When minimum days are scheduled after beginning of the school year
When parents/guardians request guidelines for filing complaint of child abuse at a school site	Education Code 48987	AR 5141.4	Guidelines for filing complaint of child abuse at a school site with local child protective agencies
When student in danger of failing a course	Education Code 49067	AR 5121	Student in danger of failing a course
When student transfers from another district or private school	Education Code 49068	AR 5125	Right to receive copy of student's record and to challenge its content
When parent/guardian's challenge of student record is denied and parent/guardian appeals	Education Code 49070	AR 5125.3	If board sustains allegations, the correction or destruction of record; if denied, right to submit written objection

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When district is considering program to gather safety-related information from students' social media activity	Education Code 49073.6	BP 5125	Opportunity for input on proposed program
When district adopts program to gather information from students' social media activity, and annually thereafter	Education Code 49073.6	AR 5125	Information is being gathered, access to records, process for removal or corrections, destruction of records
Within 24 hours of release of information to a judge or probation officer	Education Code 49076	AR 5125	Release of student record to a judge or probation officer for conducting truancy mediation program or for presenting evidence at a truancy petition
Before release of information pursuant to court order or subpoena	Education Code 49077	AR 5125	Release of information pursuant to court order or subpoena
When screening results in suspicion that student has scoliosis	Education Code 49452.5	AR 5141.3	Scoliosis screening
When test results in discovery of visual or hearing defects	Education Code 49456; 17 CCR 2951	AR 5141.3	Vision or hearing test results
Within 10 days of negative balance in meal account	Education Code 49557.5	AR 3551	Negative balance in meal account; encouragement to apply for free or reduced-price meals
Annually to parents/guardians of student athletes before their first practice or competition	Education Code 49475	AR 6145.2	Information on concussions and head injuries
Within 30 days of foster youth, homeless youth, former juvenile court school student, child of military family, or migrant student being transferred after second year of high school, or immigrant student enrolled in newcomer program in grades 11-12	Education Code 51225.1	BP 6146.1 AR 6173 AR 6173.1 AR 6173.3 AR 6175	Exemption from local graduation requirements, effect on college admission, option for fifth year of high school

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

Before any test/survey questioning personal beliefs	Education Code 51513	AR 5022	Permission for test, survey questioning personal beliefs
At least 14 days before HIV prevention or sexual health instruction, if arrangement made for guest speaker after beginning of school year	Education Code 51938	AR 6142.1	Instruction in HIV prevention or sexual health by guest speaker or outside consultant
Prior to administering survey regarding health risks and behaviors to students in 7-12	Education Code 51938	AR 5022	Notice that the survey will be administered
Within 30 calendar days of receipt of results of assessment or reassessment of English proficiency	Education Code 52164.1, 52164.3; 5 CCR 11511.5	AR 6174	Results of state test of English proficiency
When migrant education program is established	Education Code 54444.2	BP 6175 AR 6175	Parent advisory council membership composition
When child participates in licensed child care and development program	Health and Safety Code 1596.857	AR 5148	Parent/guardian right to enter facility
When district receives Tobacco-Use Prevention Education Funds	Health and Safety Code 104420	AR 3513.3	The district's tobacco-free schools policy and enforcement procedures
When testing by community water system finds presence of lead exceeding specified level	Health and Safety Code 116277	AR 3514	Elevated lead level at school
When sharing student immunization information with an immunization system	Health and Safety Code 120440	AR 5125	Types of information to be shared, name and address of agency, acceptable use of the information, right to examine, right to refuse to share
At least 14 days prior to sex offender coming on campus as volunteer	Penal Code 626.81	AR 1240 BP 1250	Dates and times permission granted; obtaining information from law enforcement

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

When hearing is requested by person asked to leave school premises	Penal Code 627.5	AR 3515.2	Notice of hearing
When responding to complaint re: discrimination, special education, or noncompliance with law	5 CCR 4631	AR 1312.3	Findings, disposition of complaint, any corrective actions, appeal rights and procedures
When child participates in licensed child care and development program	5 CCR 18066	AR 5148	Policies re: excused and unexcused absences
Within 30 days of application for subsidized child care or preschool services	5 CCR 18094, 18118	AR 5148 AR 5148.3	Approval or denial of services
Upon recertification or update of application for child care or preschool services	5 CCR 18095, 18119	AR 5148 AR 5148.3	Any change in service, such as in fees, amount of service, termination of service
Upon child's enrollment in child care program	5 CCR 18114	AR 5148	Policy on fee collection
When payment of child care fees is seven days late	5 CCR 18114	AR 5148	Notice of delinquent fees
When district substantively changes policy on student privacy rights	20 USC 1232h	AR 5022	Notice of any substantive change in policy or regulation
For districts receiving Title I funds, when child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification requirements for the grade level/subject taught	20 USC 6312	AR 4112.2	Timely notice to parent/ guardian of child's assignment
For districts receiving Title I funds, not later than 30 days after beginning of school year, to parents/guardians of English learners	20 USC 6312	AR 6174	Reasons for placement, level of proficiency, instructional methods, how program meets child's strengths and teaches English, exit requirements, right to choose other program

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject

III. When Special Circumstances Occur (continued)

For schools receiving Title I funds, upon development of parent involvement policy	20 USC 6318	AR 6020	Notice of policy
When household is selected for verification of eligibility for free or reduced-price meals	42 USC 1758; 7 CFR 245.6a	AR 3553	Need to submit verification information; any subsequent change in benefits; appeals
When student is homeless or unaccompanied minor	42 USC 11432; Education Code 48852.5	AR 6173	Educational and related opportunities; transportation services; placement decision and right to appeal
When student transfers out of state and records are disclosed without consent pursuant to 34 CFR 99.30	34 CFR 99.34	AR 5125	Right to review records
When district receives federal funding assistance for nutrition program	USDA FNS Instruction 113-1	BP 3555	Rights and responsibilities, nondiscrimination policy, complaint procedures
IV. Special Education Notices			
Prior to conducting initial evaluation	Education Code 56301, 56321, 56321.5, 56321.6, 56329; 20 USC 1415(d); 34 CFR 300.502, 300.503	BP 6159.1 AR 6159.1 AR 6164.4	Proposed evaluation plan, related parental rights, prior written notice, procedural safeguards
Before functional behavioral assessment begins	Education Code 56321	AR 6159.4	Notification and consent
24 hours before IEP when district intending to record	Education Code 56341.1	AR 6159	Intention to audio-record IEP meeting
Early enough to ensure opportunity for parent/ guardian to attend IEP meeting	Education Code 56341.5; 34 CFR 300.322	AR 6159	Time, purpose, location, who will attend, participation of others with special knowledge, transition statements if appropriate
When parent/guardian orally requests review of IEP	Education Code 56343.5	AR 6159	Need for written request

PARENTAL NOTIFICATIONS (continued)

When to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
IV. Special Education Notices (continued)			

Within one school day of emergency intervention or serious property damage	Education Code 56521.1	AR 6159.4	Emergency intervention
Whenever there is a proposal or refusal to initiate or change the identification, evaluation, placement, or FAPE, including when parent/guardian revokes consent for services	20 USC 1415(c); 34 CFR 300.300, 300.503	AR 6159 AR 6159.1	Prior written notice
Upon filing of state complaint	20 USC 1415(d); 34 CFR 300.504	AR 6159.1	Procedural safeguards notice
When disciplinary measures are taken or change in placement	20 USC 1415(k); 34 CFR 300.530	AR 5144.2	Decision and procedural safeguards notice
Upon requesting a due process hearing	20 USC 1415(k); 34 CFR 300.508	AR 6159.1	Student's name, address, school, description of problem, proposed resolution
Eligibility for services under Section 504	34 CFR 104.32, 104.36	AR 6164.6	District responsibilities, district actions, procedural safeguards
V. Classroom Notices			
In each classroom in each school	Education Code 8235.5, 35186	AR 1312.4 E 1312.4	Complaints subject to Williams uniform complaint procedures

CHILD CARE AND DEVELOPMENT

Licensing

All district child care and development services shall be licensed by the California Department of Social Services, unless exempted pursuant to Health and Safety Code 1596.792 or 22 CCR 101158.

The license shall be posted in a prominent, publicly accessible location in the facility. (Health and Safety Code 1596.8555)

Licensed child care centers shall be subject to the requirements of Health and Safety Code 1596.70-1597.21, 22 CCR 101151-101239.2, and, when applicable, 22 CCR 101451-101539.

Program Components

The district's child care and development program shall include the following components:

1. The use of a developmental profile reflecting each child's physical, cognitive, social, and emotional development to plan and conduct developmentally and age appropriate activities (Education Code 8203.5; 5 CCR 18272)

   Program staff shall complete the "Desired Results Developmental Profile," available from the California Department of Education (CDE), for each child who is enrolled in the program for at least 10 hours per week and for any child with disabilities regardless of the number of hours enrolled. The profile shall be completed within 60 days of enrollment and at least once every six months thereafter for children of all ages. (Education Code 8203.5; 5 CCR 18270.5, 18272)

2. An educational program that complies with 5 CCR 18273, including the provision of services that are developmentally, linguistically, and culturally appropriate and inclusive of children with special needs

(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6174 - Education for English Learners)

3. A staff development program which complies with 5 CCR 18274

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

4. Parent/guardian involvement and education that comply with 5 CCR 18275 and include an orientation, at least two individual conferences per year, meetings with program staff, an advisory committee, participation in daily activities, and information regarding their child's progress

(cf. 6020 - Parent Involvement)

5. A health and social services component that complies with 5 CCR 18276 and includes referrals to appropriate community agencies as needed

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.23 - Asthma Management)
(cf. 5141.6 - School Health Services)

6. A community involvement component that complies with 5 CCR 18277

7. As applicable, a nutrition component that ensures children in the program are provided nutritious meals, beverages, and snacks that meet state and federal standards and have access to drinking water throughout the day, including meal times (Health and Safety Code 1596.808; 5 CCR 18278; 42 USC 1766)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)

8. Programs that promote age-appropriate structured and unstructured opportunities for physical activity and that limit the amount of time spent in sedentary activities to an appropriate level

9. An annual plan for program evaluation which conforms with the state's "Desired Results for Children and Families" system and includes, but is not limited to, a self-evaluation, parent/guardian survey, and environment rating scale using forms provided by the CDE (5 CCR 18270.5, 18279, 18280)

(cf. 0500 - Accountability)

Staffing

The district's child care and development program shall maintain at least the minimum adult-child and teacher-child ratios specified in 5 CCR 18290-18292 based on the ages of the children served.

All persons employed at a licensed district child care center and all volunteers who provide care and supervision to children at such a center shall be immunized against influenza, pertussis, and measles. If they meet all other requirements for employment or volunteering, as applicable, but need additional time to obtain and provide immunization records, they may

be employed or volunteer conditionally for a maximum of 30 days upon signing and submitting a written statement attesting that they have been immunized as required. In addition, employees and volunteers shall receive an influenza vaccination between August 1 and December 1 of each year. A person shall be exempt from these requirements only under any of the following circumstances: (Health and Safety Code 1596.7995)

1. The person submits a written statement from a licensed physician declaring either that immunization is not safe because of the person's physical condition or medical circumstances or that the person has evidence of current immunity to influenza, pertussis, and measles.

2. In the case of the influenza vaccine, the person submits a written declaration declining the vaccination.

3. In the case of the influenza vaccine required during the first year of employment or volunteering, the vaccine is not timely because the person was hired after December 1 of the previous year and before August 1 of the current year.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Documentation of the required immunizations or exemptions from immunization shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

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

In addition to the above immunization requirements, teachers employed in a licensed child care center shall present evidence of a current tuberculosis clearance and meet other requirements specified in Health and Safety Code 1597.055. (Health and Safety Code 1597.055)

Eligibility and Enrollment

The district's subsidized child care and development services may be available to infants and children through 12 years of age and to individuals with disabilities through 21 years of age in accordance with their individualized education program and Education Code 8208. (Education Code 8208, 8263.4; 5 CCR 18089, 18407, 18422)

Eligible families shall be those who document both an eligibility basis and a need for care, as follows: (Education Code 8263)

1. The family is eligible for subsidized services on the basis of being a current aid recipient, income eligible, or homeless and/or the family's children are recipients of protective services or have been identified as being or at risk of being abused, neglected, or exploited.

2. The family has a need for child care based on either of the following:

   a. The unavailability of the parents/guardians to care for and supervise their children for some portion of the day because they are participating in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or to attain a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated

   b. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment shall be given to neglected or abused children who are recipients of child protective services, or children who are at risk of being neglected or abused, upon written referral from a legal, medical, or social services agency. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8263)

Second priority for enrollment shall be given to families who are income eligible, as defined in Education Code 8263.1. Families with the lowest gross monthly income in relation to family size shall be admitted first. If two or more families are in the same priority in relation to income, the family that has a child with disabilities shall be admitted first or, if there is no child with disabilities, the family that has been on the waiting list for the longest time shall be admitted first. (Education Code 8263, 8263.1)

The district shall allow eligible children 11-12 years of age to combine enrollment in a before-school or after-school program with subsidized child care services during the time that the before-school or after-school program does not operate. Children 11-12 years of age, except for children with disabilities, shall be eligible for subsidized child care services only for the portion of care needed that is not available in a before-school or after-school program. (Education Code 8263.4)

After all children eligible for subsidized services have been enrolled, the district may enroll children in accordance with the priorities established by the Governing Board.

The district's decision to approve or deny services shall be communicated to the parent/guardian through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18118)

(cf. 5145.6 - Parental Notifications)

Upon establishing eligibility for services, a family shall be eligible for and shall receive services for not less than 12 months before having the family's eligibility or need recertified and shall not be required to report changes to income or other changes for at least 12 months. However, a family establishing eligibility on the basis of income shall report any increases in income that exceed the threshold for ongoing income eligibility specified in Education Code 8263.1, and the family's ongoing eligibility shall be recertified at that time. At any time a family may voluntarily report income or other changes, which shall be used, as applicable, to reduce the family's fees, increase the family's services, or extend the period of eligibility before recertification. (Education Code 8263)

The Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination made during recertification or the update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the service is no longer wanted

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

The Superintendent or designee shall establish and maintain a basic data file for each family receiving child care and development services containing the completed and signed application for services, documentation used to determine the child's eligibility and need, and copies of all Notices of Action. (5 CCR 18081, 18095)

Fees and Charges

Except when offering a program that is prohibited by law from charging any fees, the Superintendent or designee may charge fees for services according to the fee schedule established by the Superintendent of Public Instruction, the actual cost of services, or the maximum daily/hourly rate specified in the contract, whichever is least. (Education Code 8250, 8263, 8273, 8273.1, 8447; 5 CCR 18078, 18108-18110)

However, no fee shall be charged to a family that is receiving CalWORKS cash aid, an income-eligible family whose child is enrolled in a part-day California State Preschool Program, or a family whose income level, in relation to family size, is less than the first entry in the fee schedule. (Education Code 8273.1; 5 CCR 18110)

In addition, any family receiving child care on the basis of having a child who is a recipient of child protective services, or having a certification by a county child welfare agency that child care services continue to be necessary, may be exempt from these fees for up to 12 months. (Education Code 8273.1)

Fees shall be assessed at initial enrollment and reassessed when a family is recertified or experiences a change in status. Fees shall be considered delinquent after seven days from the date that fees are due. Parents/guardians shall be notified in the event that fees are delinquent. If a reasonable plan for payment of the delinquent fees has not been provided by the parents/guardians, services shall be terminated if all delinquent fees are not paid within two weeks of such notification. Parents/guardians shall receive a copy of the district's regulations regarding fee collection at the time of initial enrollment into the program. (Education Code 8273; 5 CCR 18082, 18114, 18115)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers. This process shall also be used to determine whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment

When necessary due to a reduction in state reimbursements, families shall be disenrolled from subsidized child care and development services in the following order: (Education Code 8263.3)

1. Families with the highest income in relation to family size shall be disenrolled first.

2. If two or more families have the same income ranking, children without disabilities who have been enrolled in child care services the longest shall be disenrolled first. After all children without disabilities have been disenrolled, children with disabilities

shall be disenrolled, with those who have been enrolled in child care services the longest being disenrolled first.

3. Families whose children are receiving child protective services or are at risk of neglect, abuse, or exploitation, regardless of family income, shall be disenrolled last.

Health Examination and Information

A physical examination and evaluation, including age-appropriate immunization, shall be required prior to or within six weeks of enrollment. (Education Code 8263)

(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)

The requirement for a physical examination and evaluation shall be waived if a parent/guardian submits a letter stating that such examination is contrary to the parent/guardian's religious beliefs. (Education Code 8263)

However, a child may be exempted from the immunization requirements only if: (Education Code 8263; Health and Safety Code 120335)

1. A licensed physician indicates that immunization is not safe due to the physical condition or medical circumstances of the child.

2. The parent/guardian submitted a letter or affidavit prior to January 1, 2016 stating that such examination is contrary to the parent/guardian's personal beliefs. An exemption from immunization granted for personal beliefs is effective only until the next grade span (i.e., birth through preschool, grades K-6, and grades 7-12).

If there is good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the child care and development program until it is determined that the child is not suffering from that contagious or infectious disease. (Education Code 8263)

(cf. 5141.22 - Infectious Diseases)

When a child enrolls or reenrolls in a licensed child care program, the center shall provide the child's parent/guardian with written information on the risks and effects of lead exposure, blood lead testing recommendations and requirements, and options for obtaining blood lead testing, including any state or federally funded programs that offer free or discounted tests. (Health and Safety Code 1596.7996)

Attendance

Sign-in and sign-out sheets shall be used daily for all children for attendance accounting purposes. Attendance records shall include verification of excused absences, including the child's name, date(s) of absence, specific reason for absence, and signature of parent/guardian or district representative. (5 CCR 18065, 18066)

Absences shall be excused for the following reasons:

1. Illness or quarantine of the child or of the parent/guardian (Education Code 8208)

2. Family emergency (Education Code 8208)

   A family emergency shall be considered to exist when unforeseen circumstances cause the need for immediate action, such as may occur in the event of a natural disaster or when a member of the child's immediate family dies, has an accident, or is required to appear in court.

3. Time spent with a parent/guardian or other relative as required by a court of law (Education Code 8208)

4. Time spent with a parent/guardian or other relative which is clearly in the best interest of the child (Education Code 8208)

   An absence shall be considered to be in the best interest of the child when the time is spent with the child's parent/guardian or other relative for reasons deemed justifiable by the program coordinator or site supervisor.

   Except for children who are recipients of child protective services or are at risk of abuse or neglect, excused absences in the best interest of the child shall be limited to 10 days during the contract period. (5 CCR 18066)

Any absence due to a reason other than any of those stated above, or without the required verification, shall be considered an unexcused absence. After three unexcused absences during the year, the program coordinator or site supervisor shall notify the child's parent/guardian. Children who continue to have excessive unexcused absences may be removed from the program at the discretion of the program coordinator in order to accommodate other families on the waiting list for admission.

Parents/guardians shall be notified of the policies and procedures related to excused and unexcused absences for child care and development services. (5 CCR 18066)

Rights of Parents/Guardians

At the time a child is accepted into a licensed child care and development center, the child's parent/guardian or authorized representative shall be notified of the rights specified in 22 CCR 101218.1, including, but not limited to, the right to enter and inspect the child care facility and the right to be informed, upon request, of the name and type of association to the center of any adult who has been granted a criminal record exemption. (Health and Safety Code 1596.857; 22 CCR 101218.1)

The written notice of parent/guardian rights also shall be permanently posted within the facility in a location accessible to parents/guardians. Notwithstanding these rights, access to the facility may be denied to an adult whose behavior presents a risk to children present in the facility or to noncustodial parents/guardians when so requested by the responsible parent/guardian. (Health and Safety Code 1596.857)

In addition, if a parent/guardian disagrees with any district action to deny a child's eligibility for subsidized child care services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to the CDE. (5 CCR 18120-18122)

Records

The Superintendent or designee shall maintain records of enrollment, attendance, types of families served, income received from all families participating in the district's child care and development program, and any other records required by CDE.

(cf. 3580 - District Records)
(cf. 5125 - Student Records)

ACTIONS BY THE BOARD

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members

2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision

3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5

2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted

3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

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

ACTIONS BY THE BOARD (continued)

Challenging Board Actions

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

1. Stopping or preventing the Board's violation or threatened violation of the Brown Act

2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions

3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:

   a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.

   b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

   c. The action is brought within the time required by Government Code 54960.2.

4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression

5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)

2. Agenda posting (Government Code 54954.2)

3. Closed session item descriptions (Government Code 54954.5)

4. New or increased tax assessments (Government Code 54954.6)

5. Special meetings (Government Code 54956)

6. Emergency meetings (Government Code 54956.5)

ACTIONS BY THE BOARD (continued)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.

2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.

3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.

Legal Reference:

EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17512 Leasing for production of gas, resolution requiring unanimous vote
17546 Private sale of personal property
17556-17561 Dedication of real property
35140-35149 Meetings
35160-35178.4 Powers and duties
48660-48661 Community day schools, establishment and restrictions
CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use
GOVERNMENT CODE
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing

Legal Reference continued: (see next page)

Legal Reference: (continued)

GOVERNMENT CODE (continued)
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance; prohibition against secret ballots
54960-54960.5 Actions to prevent violations
65352.2 Coordination with planning agency
PUBLIC CONTRACT CODE
3400 Bid specifications
20111 Contracts over $50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
20114 Repairs, maintenance, and improvements to district facilities by day labor or force account
22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance
22035 Repair or replacement of facilities in case of emergency
22050 Emergency contracting procedures
COURT DECISIONS
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310
Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672
Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, 2014
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Local Legislative Bodies, 2003
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010
WEB SITES
CSBA: http://www.csba.org
Institute for Local Government: http://www.ca-ilg.org
Office of the Attorney General: http://www.oag.ca.gov

ACTIONS BY THE BOARD

ACTIONS REQUIRING A SUPER MAJORITY VOTE

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

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

2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)

3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)

4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)

5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)

6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
(cf. 7160 - Charter School Facilities)

7. When the district is organized to serve only grades K-8, action to establish a community day school for any of grades K-8 (Education Code 48660)

(cf. 6185 - Community Day School)

8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)

9. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)

10. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)

11. Resolution to place a parcel tax on the ballot (Government Code 53724)

12. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

13. When the district has a three-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)

2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)
(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)

3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)

6. Resolution to award a contract for a public works project at $212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of $200,000 or less, all bids received are in excess of $200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

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

UNCONDITIONAL COMMITMENT LETTER

To: *(Name of district attorney or any interested person)*

The Governing Board of (*name of school district)* has received your cease and desist letter dated *(date)* alleging that the following past action taken by the Board violates the Ralph M. Brown Act: (*Describe alleged past action as set forth in the cease and desist letter.)*

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

(Name)

(Title of Board President or other designee)

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:	June 6, 2019
SUBJECT:	Acceptance of Gifts [Highlighted entries acknowledge gifts that were previously presented to the Board of Education during the May 16, 2019 meeting.]

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 Burbank Arts Education Foundation wishes to donate to the District $100,000 to be used to help pay for salary and benefits for an elementary music teacher.

b. The Roosevelt Elementary School Boosters wish to donate to the District $25,000 to be used to help pay for salary and benefits for an elementary music teacher.

c. The Burbank High Baseball Booster Club wishes to donate to the District $4,250 to be used to pay coaching stipends at Burbank High School.

d. The UMe Federal Credit Union wishes to donate to the District $550 to be used to pay for their sponsorship of the District's NAF website.

e. WKS Pizza Corporation wishes to donate to the District $611.25 to be used to pay for expenses associated with the graduation ceremony at Burbank High School.

f. The Boys and Girls Club of Burbank and Greater East Valley wishes to donate to the District $3,215.50 to be used to help pay for the cost of a gate keypad at Bret Harte Elementary School.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 6, 2019
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 130002827 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 130002827 concerning services and/or school placement, a formal settlement agreement was offered on May 6, 2019 to the Parent. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

Fiscal Impact:
There is no expense to District.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 130002827, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective June 7, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 6, 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 960029979, 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 960029979 concerning services and/or school placement, a formal settlement agreement was offered on May 13, 2019 to the Student's Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student and Student's Parents, without admitting any liability.

Fiscal Impact:
The total fiscal impact to the District is $3,000.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960029979, not to exceed $3,000, effective June 7, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 6, 2019
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 960022506 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 960022506, concerning services and/or school placement, a formal settlement agreement was offered on May 22, 2019 to the Parent. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

Fiscal Impact:
There is no expense to District.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960022506 at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective March 22, 2019 through December 31, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 8, 2019

District Office Board Room
1900 W. 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, David Jaynes, Assistant Superintendent, Administrative Services

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:00 p.m. by Board President Reynolds. Amy Kamm led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications - There was no one present who wished to address the Board.

2.b Staff Responses - There were no staff responses.

2.c Board Members' Comments and Responses - There were no Board comments.

3. STUDY SESSION

3.a Study Session on District-Wide Goals and Core Values for 2019-2020

Matt Hill, Superintendent, facilitated a discussion and requested Board input regarding the BUSD District-Wide Goals and Core Values Statement for 2019-2020, as presented.

Study Session on Goals and Core Values for 2019-20_050819Sp (O.F. #27,482)

Superintendent Hill reported that the District was entering into the last year of the three-year plan for the Board Goals and the Local Control Accountability Plan. Minor adjustments were made to ensure that the goals are being met. Next year, the goals will need to be carefully reviewed.

3.b Board, Staff, and Public Comments

Board Member Ferguson asked if a goal could be added to address a desire to implement better transparency with regard to District and site budgets. He also suggested that site budgets be available online. Board Members suggested that this goal be added under Goal 9 - Communication.

Board Members discussed the possibility of Fiscal Services staff tracking gifts so that there is a way to see at the site level what monies are coming in to the sites.

9.4 Review the process for the naming and renaming of District facilities.

9.5 Develop a system or process to provide increased transparency with regard to the District's financial and budget information.

9.6 Track and report out on donations and make this information accessible in a user-friendly format.

Member Ferguson asked to add a new goal: 2.5 Develop a 12-year academic vision.

Superintendent Hill utilized a PowerPoint presentation to provide an update on the District's status with regard to the 2018-19 District-Wide Goals.

Clerk Frintner said he felt the discussion was focused on dealing with student anxiety about college, but stated that he felt attention needs to be given to students who are just grappling with life outside of high school and/or those students who will never go to college.

Member Ferguson asked for a more detailed breakdown of ELA/Math scores, by grade level, by at-risk population, etc.

Member Tabet asked for an update on the instrument inventory, including information on how many instruments are in students' hands, etc.

4. TOWN HALL MEETING

4.a Presentation on the Proposed 2017-2020 Three-Year Local Contract and Accountability Plan (LCAP)

Matt Hill, Superintendent, will present the proposed 2017-2020 three-year Local Control and Accountability Plan (LCAP) and respond to questions from the public, as presented.

2019 LCAP Town Hall.pdf Amended (O.F. #27,483)

Superintendent Hill introduced John Paramo, Director of Secondary Education, who utilized a PowerPoint to lead a discussion of the District's three-year LCAP.

4.b Town Hall Forum

Roberta Reynolds, President, Board of Education, facilitated a discussion with Board members present and a town hall forum for questions and answers regarding the proposed 2017-2020 three-year Local Control and Accountability Plan (LCAP).

4.c Board, Staff, and Public Comments

Member Ferguson asked to keep in mind future needs for additional staff due to higher enrollment numbers at Community Day School.

5 CLOSED SESSION

5.a Public Employee Performance Evaluation Pursuant to Government Code §54957

Title: Superintendent of Schools

The Board adjourned to Closed Session at 8:24 p.m.

6. RECONVENE IN PUBLIC SESSION

The Board reconvened in Public Session at 9:03 p.m.

7. REPORTING ON CLOSED SESSION

President Reynolds reported that item 5a was for discussion only, with no action taken.

8. ADJOURNMENT

The meeting adjourned at 9:04 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/6/2019
_____
DATE

_____
STEVE FRINTNER, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 16, 2019

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Roberta Reynolds
Armond Aghakhanian (arrived at 6:16 p.m.)
Steve Frintner
Charlene Tabet
Steve Ferguson

STUDENT BOARD MEMBER PRESENT:
Ethion Flores, Monterey High School

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Instructional Services; Tom Kissinger, Assistant Superintendent, Educational Services; and Sarah Niemann, Assistant Superintendent, Human Resources.

1. CALL TO ORDER

The Closed Session was called to order at 6:01 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 6:02 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

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:08 p.m. Luther Burbank Middle School Principal Oscar Macias, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Reynolds reported that items 3a through 3d were for discussion only, with no action taken.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

Clerk Frintner requested an update on the status of incorporating the Healthy Youth Act Health Education guidelines into the District's curriculum.

Member Ferguson requested a plan within 60 days on how to track fundraising District-wide.

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of Skills USA California Conference Winners

Sharon Cuseo, Assistant Superintendent, Instructional Services, facilitated the recognition and introduced teachers John Benne and Lailah Ismail-Gallegos who recognized and introduced the Skills USA California Conference winners.

Sharon Cuseo introduced teachers John Benne and Lilah Ismail-Gallegos. Both teachers thanked the Board for the support of the CTE program and CTE Technician Kathy DiNapoli for coordinating the event. Mr. Benne said that 25 students participated, eight (8) advancing to state and three (3) to nationals. Ms. Ismail-Gallegos said that this was an important competition to make new lifetime connections. BHS student Franchesca Nazarians provided a brief report regarding the competition and Tina Ohanian shared her personal experience and said that it was inspiring. The categories and the winners were announced: Television (Video) Production: (JBHS) - Teah Brumbaugh, Gold, 1st Place (Advance to Nationals); Archini Nayak, Gold, 1st Place (Advance to Nationals). Customer Service: (BHS) - Erin Khodaverdin, Gold, 1st Place (Advance to Nationals); Tina Ohanian, Silver, 2nd Place; Franchesca Nazarians, 4th Place; Cabinetmaking: (JBHS) - Jesse Rodriguez, 7th Place; Robotics: Search and Rescue: (JBHS) - , Ian Graves, 11th Place; Mason Mateo, 11th Place; and Thomas Rieu, Alternate.

President Reynolds thanked the students for providing information about the Skills USA program and congratulated them on their achievement.

8.b Recognition of the 2018-2019 Student Board Member

Roberta Reynolds, President, Board of Education, facilitated the recognition of the 2018-2019 Student Board Member Ethion Flores, representing Monterey High School.

The Board of Education recognized Student Board Representative for Monterey High School, Ethion Flores. Vice President Aghakhanian thanked Ethion on behalf of the Board presented him with a copy the book titled *The Leadership Challenge*, signed by the author. President Reynolds facilitated the

recognition and all Board Members expressed their appreciation for the thorough reports, his humor, leadership and advocacy for his fellow students, and for his service. They welcomed the possibility that Student Board Member Flores may continue to represent Monterey High School next year.

8.c Recognition of the Coins for Campers Program

Tom Kissinger, Assistant Superintendent, Educational Services, facilitated the recognition and introduced Janet Diel, President, Burbank Coordinating Council, who recognized the winning schools for the Coins for Campers program.

Tom Kissinger introduced Burbank Coordinating Council President Janet Diel, who commented on the benefits of the summer camp and her appreciation to the Board, staff, and students for the continued partnership through the years to be able to change student lives. She then introduced Vice President, BCC, Diana Halloway, who facilitated the recognition. Congressman Adam Schiff representative Pam Marchelo read a resolution and thanked Janet Diel for her service to students; Arda Tchakian representing Senator Anthony Portantino congratulated Ms. Diel for her accomplishments with the Coins for Campers campaign; and Jason Maruca representing County Supervisor Kathryn Barger commented on the importance to advocate for children in need and thanked the Board and staff for their support.

The participating and winning schools were announced including, Disney, Emerson, Bret Harte, Jefferson, McKinley, Miller, Providencia, Roosevelt, Stevenson, and Washington. Disney Elementary School teacher Yolanda Trujillo and her students were recognized as the winning class. Jordan, Luther, Muir, BHS, and JBHS also participated.

Janet Diel thanked the Board for the partnership and noted that $6,700 had been raised by 16 schools and thanked the principals and staff for their time and energy to be able to provide this experience to homeless and LGBTQ students to learn about acceptance and leadership skills.

President Reynolds expressed her appreciation to Ms. Diel for being a role model for District students.

8.d Recognition of Ed100 Online Education Program Graduates

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

President Reynolds and PTA President, Carol Briggs recognized Luther Burbank Middle School Principal Oscar Macias for completing the Ed100 online program.

9. REPORTS FROM THE BOARD

9.a Student Representative

Ethion Flores, Student Board Member, reported on activities at Monterey High School.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications

Caroline Solberg, Parent, was called to speak. She commented on Resolution 34 in support of increase funding for California's Public Schools and urged the Board to vote yes, as she felt that adequate funding is essential.

Carol Briggs, PTA President, was called to speak. She shared the Burbank Council PTA membership's volunteer hours for 2018-2019 school year. Total volunteer hours: 80,472.50 and the dollar amount equal to $2,410,151.38. She then thanked all the parents and volunteers for their work and dedication.

Arda Tchakian, District Representative for Senator Anthony Portantino, was called to speak. The Senator was pleased to see that Resolution 34 calling for support to increase funding for California's public schools was listed on the agenda for consideration. Senator Portantino continues to make education a priority and asked if the Board had any questions, he would be able to share with his colleagues. As he was committed to advocate for increased education funding in Sacramento.

Ana Connell, Burbank Schools Booster Association (BSBA) Board Member, was called to speak. She provided historical information regarding the Burbank Schools Booster Association 501(c) 3, tax exempt non-profit established in 2003 to assist other Booster organizations throughout the District and operated by a core group of parent volunteers to manage bank accounts, provided insurance, held compliance training, and offered guidance and support to numerous site-based booster programs that operated under their general oversight for over five years. In January 2019, BSBA officers informed the District that they were in the process of disbanding and that as of June 30, 2019 they would no longer provide oversight or manage the subsidiary accounts because the organization is no longer sustainable. In May 2018, a committee of staff and parent volunteers met weekly to develop a structure for fundraising that would meet the needs of schools, but no longer be a part of BSBA. The BSBA continues to work with District staff to ensure a smooth transition to a site-based booster model. Most of the practices and procedure in place will remain intact. The major changes includes funds collected will be raised on behalf of the school and deposited to District accounts. School staff will collaborate with fundraising committees to handle cash and check contracts and vendors and provide fundraising reports to the Fundraising committees. She appreciated the support to BSBA and will continue to remain diligent in the efforts through the fundraising system and to support fundraising efforts to District students.

Justin Warsham, President of former Bret Harte Elementary Booster Club, was called to speak. He shared that parents were concerned with the new process and the amount of work being pushed to the sites. He worked with the committee and said that it was just misinformation. The new involvement just meant that the oversight would need to be kicked it up a notch. He reflected on his own experienced and said that it takes effort to try to do a good job.

Janet Diel, President Burbank Coordinating Council and Burbank Relations Council member, was called to speak. She thanked the Board and staff for the continued support of the Holocaust Program and for their participation during the events at all secondary school. She felt that hearing directly from the survivors was important to allow students to reflect on their community. She thanked the speakers and everyone who participated.

10.b Staff Responses

Superintendent Hill thanked parent Caroline Solberg for her constant advocacy and Carol Briggs for her leadership with PTA, It was powerful to see the numbers this year at $2.4 million of parent volunteer and support and thanked the parents for their time and dedication in supporting students. He thanked Senator Portantino and representative Arda Tchakian for being open and responsive to District concerns and he was looking forward to Board response regarding Resolution 34. He also thanked Ana Connell, Justin Warsham, and the BSBA for working together to track and implement systems that work. The collaboration was remarkable and he was optimistic about the future. He then thanked Janet Diel for her advocacy, partnership, and support with the Holocaust program.

Member Tabet thanked all the volunteers for their dedication to students. She appreciated the countless service hours and their kindness. She shared her personal story about a conversation with her niece regarding the Holocaust program at secondary schools. This was an opportunity that not each student is able to receive and was enamored about the survivors because she understood the importance and said that other students felt the same way. She attended many school events such as employee recognitions,

naming of facilities, senior awards, but her highlight was the 5th grade etiquette luncheon at Edison and thanked students Bobby, Gavin, and Sabrina for the conversation.

Member Ferguson attended many school events. The Days of Remembrance event and thanked the Burbank Human Relations Council and American Lutheran Church for hosting the event. Joseph Alexander, Holocaust speaker shared his powerful story of kindness and said it was critical to hear such testimony. He thanked the PTA Council and Carol Briggs for the comparison of hours vs. cost ($2.4 M) service hours, which tells the lack of funding to District schools. He also thanked Ana Connell and the BSBA for partnering, supporting, and guiding processes that are equitable and legal and to Justin Warsham for illustrating the importance of fundraising, which was associated with liability and transparency. He felt that the District was in a much better place due to the BSBA partnership.

Clerk Frintner thanked Carol Briggs for her report and said that PTA was an important part of his life having served the PTA for many years. He said that the numbers help illustrate the support from parents. He thanked Janet Diel for the Holocaust program. It was a moving evening and we cannot let those stories go away. He also thanked Ana Connell and all the members of the BSBA for their dedication and for working with the District to implement guidelines to be able to move forward with a viable plan. He then thanked parent Caroline Solberg and Arda Tchakian for advocating for school funding and he was looking forward to the October 22 rally in Sacramento. He congratulated Superintendent Hill for his recent Leadership Burbank graduation. He then reported that he attended the ILA Senior Luncheon and congratulated them on the 6-year term WASC accreditation.

Vice President Aghakhanian attended the Service Awards event and the Human Relations Council Days of Remembrance and said that it was important to remember and hear the survivors. He thanked Carol Briggs and the PTA for supporting students and noted that it was important to inform legislators that Burbank is also in need of financial support as the demographics is not the same as other neighboring districts asked that Burbank is not forgotten. He thanked Ana Connell for her work and Janet Diel for her advocacy for students. He asked that staff, master of ceremonies, speakers that represent the District be instructed on the correct pronunciation of guest names to avoid embarrassing situations and he apologized to Arda Tchakian.

President Reynolds thanked Caroline Solberg for her comments and Carol Briggs for the meaningful volunteer illustration. She thanked Arda Tchakian and was looking forward to continuing the conversation. She also thanked Clerk Frintner for representing the Board, Superintendent Hill, and Diana Abasta for attending the CTA Advocacy Day #Red for Ed Day rally on May 22. She then thanked Ana Connell and the BSBA for assisting the District to enforce the policy when it was most needed and to Justin Warsham for his comments. She also expressed her appreciation to Janet Diel for her advocacy and dedication to the Coins for Campers campaign and the Holocaust program at secondary schools. She also thanked Member Tabet for her assistance with the recent employee recognition, which was much appreciated. She then announced the upcoming Relay for Life and the combined EdWalk and invited the audience to participate.

10.c Board Members' Comments and Responses

11. REPORTS TO THE BOARD

11.a Superintendent's Comments

Superintendent Hill announced the upcoming May 28 special meeting to discuss the Parcel Tax polling results and the instructional vision expected in 2032. He congratulated the ILA and Burbank High School for receiving the maximum 6-year WASC accreditation. He thanked Diana Abasta and Alice Holmes for coordinating the employee recognition for employees who are retiring and for those who completed 25 years of service. It was inspirational to hear individual teacher stories.

11.b Report on School-Connected Organizations

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

School Connected Organizations.pdf (O.F. # 27,484)

Tom Kissinger echoed the comments expressed towards Ana Connell, Jen Lurie, Amy Kamm and Justin Warsham for their assistance in an effort to implement a smooth transition to a site-based program. He used a PowerPoint presentation to highlight his presentation. He provided the background and history regarding the BSBA, the components of training sessions for staff and parent volunteers, how the elementary fundraising committees will work, the principals role, the office manager and office assistant role, how secondary committees will work, the role of the finance clerk, the role of the secondary administrator, raising money by direct donations, the overhead cost gross revenue annual costs, and the seven separate 501(c)3 currently operating which will require Board approval as in the past.

Member Tabet asked about the process for the seven 501(c) 3 entities currently operating at secondary schools. Dr. Paramo explained that the same current requirements would remain. The group will complete the required packet and if completed on time, the recommendation will be presented to the Board in October 2019. She shared a concern regarding the cost and the ability to maintain a 501(c) 3 status for elementary schools. She felt that the elementary schools should be considered standard fundraising committees.

President Reynolds was happy to see the work established so far and asked who would review the seven entities in question, as she knew the complex process and not enough staff to enforce it. She was also happy to see that multiple staff will be responsible for enforcing the process. Dr. Kissinger explained that once staff and volunteer training take place and questions are raised, structures to the current plan would need to be made. She appreciated the work of volunteers who have been working with District staff to implement a smooth transition.

President Reynolds was proud of staff for learning for the past ten years and for working together to develop a structured system and thanked Ana Connell for her service and hoped to honor her legacy.

11.c First Reading of Middle School Social Science Textbook

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

First_Reading_Soc_Sci_Textbooks.pdf (O.F. # 27,485)

John Paramo use a PowerPoint to guide his presentation. He provided a textbook sample to Board Members and reported that during the 2017-2018 school year, the District began the process of reviewing state approved social science textbooks for secondary schools. The McGraw Hill and Pearson textbook was then piloted during the 2018-2019 school year. During the semester, the piloting teachers met to discuss issues and collectively they were able to share best practices to accommodate the new curriculum. The cost of the adoption is $545,188.05 including a class set of books for every teacher, a book for every student, ancillary materials online, consumable workbooks, tech support and training. Dr. Paramo announced that parent participation was provided during the pilot and that content for LBGTQ and the Armenian Genocide is included, as required by the state. In addition, the textbook offers a Spanish version to be used for the Dual Immersion program at Jordan Middle School.

President Reynolds was happy to see the collaborate effort and noted that the District has come a long way in the textbook adoption process.

11.d First Reading of Proposed Revision of Selected Board Policies and Administrative Regulations

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

Policy Updates_March19_1st Read_051619.pdf (O.F. # 27,486)

Superintendent Hill reported that this was the most recent packet received from California School Board Association GAMUT. An amended copy was provided to reflect the changes made which did not show in the online version. He highlighted a change to BP 5127 - Graduation Ceremonies and Activities, which indicates that high school students who have passed a high school equivalency test or the California High School Proficiency Examination (CHSPE) may participate in graduation ceremonies. The specific test passed to satisfy graduation requirements will be noted on the graduation program.

President Reynolds said that flexibility was important.

11.e Report on Facilities and Technology Projects

David Jaynes, Assistant Superintendent, Administrative Services, reported on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

5-16-19 Facilities and Technology PP 051619.pdf.pdf (O.F. # 27,487)

Larry Cross, Director of Facilities reported on behalf of David Jaynes. He reported on Facilities and Technology projects by location, project, contractor, and the cost.

Clerk Frintner noted that the restroom upgrade at Providencia Elementary School listed the location as Roosevelt. Mr. Cross noted that it was an error. He also noted that a lot of the work was being done at home during work hours, which did not require overtime.

President Reynolds declared a recess at 9:19 p.m.
The Board reconvened at 9:23 p.m.

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 32 Proclaiming the Week of May 19, 2019 through May 25, 2019 as Classified Employee Week

That the Board of Education adopt Resolution 32 proclaiming the week of May 19, 2019 through May 25, 2019 as Classified Employee Week, as presented.

Resolution 32- CSEAWeek.pdf (O.F. # 27,488)

President Reynolds express her appreciation to classified staff.

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.b Adoption of Resolution 33 in Support of Pride Month, June, 2019

That the Board of Education adopt Resolution 33 in Support of Pride Month, June, 2019, as presented.

Resolution 33 LGBTQ.pdf (O.F. # 27,489)

Member Ferguson thanked President Reynolds for ensuring that the resolution is adopted each year and asked that Superintendent Hill consider changing the District's logo in the future as not all families are represented by the current logo.

It was moved by Steve Frintner, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.c Adoption of Resolution 34 Calling for Support of SB 217 (Portantino), SB 729 (Portantino/Roth/Beall), SCA 5 (Hill/Allen), AB 39 (Muratsuchi), and AB 428 (Medina) to Increase Funding for California's Public Schools

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

Resolution 34 In Support of School Funding Bills_051619.pdf (O.F. # 27,490)

Superintendent Hill highlighted the importance to continue to advocate locally and at the state level. As SBs and ABs make it to the process, teachers, school boards, parents, and leaders are beginning to have a conversation. The bills stated in the resolution if approved, letters of support will be sent for each of the bills and when he visits Sacramento on May 22 he will highlight the importance of the bills. In the May Revise Governor Newsom proposed an increase for special education; in the latest report he excluded the majority of districts in the state focusing on high need districts only. SB 217 introduced by Senator Portantino and AB 428 (Medina) focuses on early intervention and equalization. The senate budget proposal does a blending of the two bills. SB 729 and SCA 5 focuses on equalizing the LCFF for all school districts to move from the bottom ten toward the national average to get to the top ten. If the proposed bills pass, it would generate millions of dollars in ongoing revenue for school districts. SCA 5 focuses on lowering the threshold of a 2/3 vote to allow residents in 2020 to vote to lower the threshold to 55%.

Vice President Aghakhanian encouraged the audience to write letters of support and/or call local legislators.

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.d Adoption of Resolution 35 for Fundraising Restrictions 2019-2020

That the Board of Education approve Resolution 35 for Fundraising Restrictions 2019-2020, as presented.

Resolution 35 Fundraising Restrictions.pdf (O.F. # 27,491)

Tom Kissinger said that the purpose of Resolution 35 was to place restrictions on additional programs for the 2019-2020 school year, but could fundraise to restore positions and services that were eliminated during the 2018-2019 school year.

Member Ferguson said that this resolution was to stabilize what we do and what we fundraise for. This places a restriction on fundraising efforts for new programs or site needs in 2019-2020 allowing fundraised programs to continue during the 2018-2019 school year or to fundraise to restore positions and services that were eliminated during the 2019-2020 school year. He asked for an enforcement plan on how to track fundraising efforts moving forward.

Superintendent Hill will work with Principals to streamline processes and system. In addition, by forming a Financial Committee will provide a closer oversight. This was a work in progress project and will continue to streamline the process. Member Ferguson said that it was important to develop a plan by July 1. Superintendent Hill will continue to work with staff.

Member Tabet said that the seven independent groups provided a fundraising budget and that the Board should receive a copy of the completed packet, as all groups should know their fundraising goal. She noted that many times the gift reports lists gifts already gifted and programs already implemented, which was after the fact. She felt that a simple budget report could assist in finding out prior to implementing new services.

Member Ferguson agreed with Member Tabet; however, he felt that a plan must be developed to avoid inequity to low income schools. He asked that a plan be implemented within 60 days and that a temporary plan be brought back prior to the start of the new school year.

President Reynolds commented on the importance of communication between the principals District staff to ensure that all services and programs meet the District's goals.

Member Tabet asked that elementary boosters also complete the necessary paperwork. John Paramo said that compliance request will include the projected budget and goal for the coming year. In addition the mid-year budget can be reviewed to ensure that new programs will not be added. Member Ferguson asked that violations be presented to the Board.

President Reynolds said that this indicated a lot of communication and collaboration.

It was moved by Charlene Tabet, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

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

That the Board of Education approve the amended class schedule for Luther Burbank Middle School, effective August 12, 2019, as presented.

Approval_of_Schedule_Change_at_lbms 2.pdf (O.F. # 27,492)

Principal Oscar Macias introduced Assistant principals Laura Vinyard and Isaac Huang. He used a PowerPoint to guide his presentation, as the goal was to change the instructional minutes for Luther Burbank Middle School. Advisory programs play a critical role in a middle school's academic and student support services plan, promoting issues of community, open communication, academic performance and functions as community of learners. He reviewed the homeroom advisory goals allowing students to grow and develop academically, socially, morally and socially. The homeroom advisory will include full time faculty members/advisors. The bell schedule will include dedicated homeroom advisory, dedicated to FED, intervention skills, study skills and discretion. Research links SEL to higher student success and reduced risk of failure. He then reviewed the current schedule and the proposed schedule, which does not change the instructional time. The process included collaboration with BTA, CSEA, stakeholders, parents, and students, which was a challenge as 292 out of 582 were in favor of the change.

Vice President Aghakhanian asked about a timeline to measure the success of the class schedule change. Dr. Macias explained the measuring of the success would depend on the leadership teams, including classroom visits and the use of PBIS model. The homeroom advisory model is an opportunity to structure the current instructional minutes, as instructional time is key at Luther.

President Reynolds commented that conflict and disciplinary baseline data was included in the report. Dr. Macias said that data had been done as part of the PBIS assessment.

Member Ferguson thanked him for his thorough presentation. He was concerned regarding the student survey numbers. He noted that the majority of the stadtholders were in favor. He supported the schedule change and asked that the class schedule be piloted for one year and to come back to update the Board on its success.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education adjourn the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

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

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

SFOC Appointments_Reappointments_051619.pdf (O.F. # 27,493)

Superintendent Hill reported that one SFOC vacancy has to be filled now and that three vacancies expiring May 31, 2019, and consider appointing up to ten (10) alternate members who could eventually become voting members as existing members' terms expire or resign from the Committee. As included in the Board packet, eleven qualified applicants applied.

President Reynolds suggested that the reappointment of one member for vacant position is done first and then consider as many alternate members to prepare for future changes. She noted that most of the past selected alternates eventually became voting members.

The reappointment process of the three current members took place. Brian Smith, Elena Hubbell and Janet Diel received a unanimous vote from all Board Members.

President Reynolds said that up to ten alternates could be reappointed and suggested that they vote on the current vacancy. Ken Adams and Dakota Hjughes received a few votes. Juan Redin and Joe Marando received similar votes, with Member Tabet's vote going to Joe Marando. Joe Marando was selected to fill the vacancy of Michael Moynahan.

Clerk Frintner suggested that the Board appoint up to ten alternate members, as it was important and beneficial to have a many alternates as possible due to the five vacancies in the future.

Vice President Aghakhanian agreed with Member Frintner and asked if applicants had been made aware regarding the Committees decision to change the meetings to the morning.

Member Ferguson was concerned about voting out an incumbent because of the number of alternates. He suggested that five alternates be appointed instead of ten. Clerk Frintner suggested a medium because he felt it was important. Member Ferguson wants everyone to be able to serve a full term.

Member Tabet agreed that it would be best to select a large amount of alternate members due to uncertain situations. She also said that the SFOC meetings were open to the public and anyone can attend without being appointed.

After much discussion, the remaining voting took place for the voting member and the remaining ten members were selected as alternate members.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.g Approval of Financial Oversight Committee

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

Financial Oversight Committee Approval.pdf (O.F. # 27,494)

Superintendent Hill said that given the challenging financial times the District and the desire to secure additional funding, discussions has taken place to establish a Financial Oversight Committee. The new Committee will be structured similar to the SFOC and the scope will include assumptions that build the budget, LCFF and LCAP processes and to ask questions and comment on the District's budget documents. The proposed Committee includes a student representative, four community members, a PTA representative, a CSEA representative, a BASA representative, District staff will support the Committee, and two Board members will serve as liaisons. The Committee will meet quarterly or as often as determined by the Board or the Superintendent.

Member Ferguson asked if this Committee was considered a Brown Act Committee. Superintendent Hill explained that the Board Members were only liaisons to the Committee and not a voting member. President Reynolds explained that the Board was voting to appoint a Superintendent committee. Member Ferguson suggested that the Committee be established as a Superintendent's Committee to allow flexibility. Superintendent Hill agreed that it should be establish as a Superintendent's Committee.

Member Ferguson amended the motion to accept the framework as presented, but instead of appointing this committee that it be a Superintendent's Committee that the Superintendent can appoint.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education adjourn the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

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

That the Board of Education accept the updated actuarial report, as presented.

Actuary Study 2018 Amended.pdf (O.F. # 27,495)

Alyssa Low, Director of Budget and Finance introduced Demsey, Filliger, and Associates representative Molly McGee. She used a PowerPoint to guide her presentation of the July 2018 Governmental Accounting Standards Board (GASB) 43/45 Other Post-Employment Benefits (OPEB). She discussed the transitioning from GASB 45 to GASB 75, the new rate, the summary of valuation results, and the upcoming reports. The current report includes 377 retirees as well as 1,293 active employees who may become eligible to retire and receive benefits in the future. The result show that the actuarial liability for

District-paid retiree benefits is $50,099,900 as of July 1, 2018. If the District placed the amount in the trust today, at a 6% rate of return per year, there would be enough to pay all expected benefits. At the newly required GASB 75 rate of 3.91%, the District liability is $71,383,470. With the estimated pay-as-you-go amount of 2018-2019, being $1,677,101 then the remaining difference includes a significant increase that should be paid into the trust fund. The financial impact for the District includes the pay-as-you-go cost of $1,677,101 from the trust fund. The District's Annual Required Contributions (ARC) at $3,488,725 given an expected rate of return of 6% for the 2018-2019 school year.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

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

That the Board of Education approve the BUSD Cybersecurity Guide, as presented.

Second Reading_BUSD_Cybersecurity Guide_051619.pdf (O.F. # 27,496)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

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

That the Board of Education approve the Proposed Revision of Selected Board Policies and Administrative Regulations, as presented.

Second Reading and Approval of Proposed Revision of Selected BPs and ARs.pdf (O.F. # 27,497)

It was moved by Charlene Tabet, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

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

That the Board of Education approve to fill the listed Tier 2 vacant Classified, Certificated and Management positions, effective May 17, 2019, as presented.

Tier 2 Vacancies Amended.pdf (O.F. # 27,498)

Sarah Niemman introduced an amended report. She congratulated Luther Burbank Middle School Assistant Principal Isaac Huang for his promotion as Principal in the Cornejo Valley SD. Her report included a recommendation to freeze the assistant principal position at Luther. It was a difficult conversation; however, due the budget situation senior staff is trying to be diligent when making the recommendation.

Member Tabet asked if the motion needed to be amended to reflect the freeze of the assistant principal position. Sarah Niemann said that the recommendation was to approve the positions listed. The freezing of the position did not require Board approval. Superintendent Hill said that the freeze was only added to the report for transparency.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

12.l 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_051619.pdf (O.F. # 27,499)

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.

13. CONSENT AGENDA

It was moved by Armond Aghakhanian, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES - Reynolds, Frintner, Aghakhanian, Tabet, and Ferguson.

13.a Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of May 2, 2019, as presented.

Minutes.05.02.19.pdf (O.F. # 27,500)

13.b Approval of Personnel Report Number 18-19-18

That the Board of Education approve Personnel Report number 18-19-18, covering Certificated and Classified personnel, and consisting of Pages 1 to 18 inclusive, as presented.

Personnel Report.pdf (O.F. # 27,501)

13.c 2018-2019 Purchase Order Report

That the Board of Education approve Purchase Orders for 2018-2019 as listed through April 22, 2019, as presented.

2018-2019 Purchase Order Report.pdf (O.F. # 27,502)

13.d Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $1,142,362.62 and commercial warrants in the total amount of $1,834,800.10, as presented.

Warrants.pdf (O.F. # 27,503)

13.e 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

Consultants 5.16.19.pdf (O.F. # 27,504)

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

That the Board of Education approve the Participating Internship Partner Agreement between the Burbank Unified School District and the City of Burbank, effective August 21, 2019 through August 20, 2020, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Animal Care Partnership Agmt with Agmt.pdf (O.F. # 27,505)

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

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

SPED Student 9600134463_Bostani_IEE.pdf (O.F. # 27,506)

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

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

SPED Student 960025403_Flores_IEE.pdf (O.F. # 27,507)

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

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

SPED Student 960023996_Epport_IEE.pdf (O.F. # 27,508)

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

That the Board of Education amend an Independent Speech and Language Evaluation (IEE) agreement between the Burbank Unified School District and N. Alissa McFall, MS, CCC-SLP, CEO, to provide an Independent Speech and Language Evaluation (IEE) and attend an IEP meeting for Special Education Student 160003888, not to exceed $3,200 (01.0-65000.0-57700-11901-5850-7440000), effective March 8, 2019 through June 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Board approval date was March 7, 2019, not to exceed $3,000. This amendment adds $200 to the original contract for interpreting services.

SPED Student 160003888_McFall_Speech and Language IEE_AMENDED.pdf (O.F. # 27,509)

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

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

SPED Contract with SJCOE_SEIS.pdf (O.F. # 27,510)

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

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

SPED Student 960025268_Jessica Richards_Pysch Services.pdf (O.F. # 27,511)

13.m Ratification of Reimbursement for Parent (Special Education)

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

SPED Student 960013446_Parent Reimbursement.pdf (O.F. # 27,512)

13.n Approval of Agreements 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 July 1, 2019 through June 30, 2020, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Child Care Centers Board Report.pdf (O.F. # 27,513)

13.o Approval of 2019-2020 Budget Calendar

That the Board of Education approve the budget calendar for the 2019-2020 fiscal year, as presented.

Budget Calendar 2019-20.pdf (O.F. # 27,514)

13.p Approval of Agreement for Phlebotomy Technician Training Program

That the Board of Education approve the agreement between the Burbank Unified School District/Burbank Adult School and the American University Medical Technology, to provide Phlebotomy Technician Certification training, effective May 22, 2019 through May 21, 2021, and that the authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

BAS AUMT_Agreement.pdf (O.F. # 27,515)

13.q Approval of Amended Agreement for Professional Services, Massadi Enterprise, Division of State Architect (DSA) Inspections, Shade Structure at Magnolia Park (SELPA)

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

Amended Agreement_Massadi_Mag Park_SELPA.pdf (O.F. # 27,516)

13.r Approval of Deductive Change Order No. 1, Professional Services Agreement, Gkkworks, New Installation and/or HVAC replacement, Low Voltage, William McKinley, Thomas Edison, Walt Disney, Robert Louis Stevenson and Theodore Roosevelt Elementary Schools, Phase II (Bond Fund)

That the Board of Education approve deductive change order No. 1, between Burbank Unified School District and Gkkworks, effective May 17, 2019, through May 17, 2020, not to exceed (262,837.89) PO 19001423, Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented as follows: McKinley, ($50,825.82) (21.0-00000.0-91003-85000-6230-209-0000) Bond Fund Edison, ($53,845.30) (21.0-00000.0-91003-85000-6230-202-0000) Bond Fund Disney, ($52,984.90) (21.0-00000.0-91003-85000-6230-201-0000) Bond Fund Stevenson, ($56,219.89) (21.0-00000.0-91003-85000-6230-215-0000) Bond Fund Roosevelt, ($48,961.98) (21.0- 00000.0-91003-85000-6230-214-0000) Bond Fund

Deductive CO1_ Gkkworks_ HVAC_ Various.pdf (O.F. # 27,517)

13.s Approval of Extension, Bid No. 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds)

That the Board of Education approve the extension of Bid No. 1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds), as presented.

Extension_ Intercom Clock and Signal- Various.pdf (O.F. # 27,518)

13.t Approval of Rejection of All Bids, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School (Bond Fund)

That the Board of Education approve a rejection of all Bids, CUPCCAA Bid 1819-035, Asphalt for Playground and Parking Lot Expansion, Theodore Roosevelt Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $0.00, Bond Fund, and that authority to reject the bids be exercised pursuant to BUSD-AR 3314, as presented.

Rejection of Bids - Asphalt- Playground_ Roosevelt.pdf (O.F. # 27,519)

13.u Approval of Rejection of All Bids, CUPCCAA Bid 1819-036, Restroom Upgrade Site Work, Kindergarten Area, Providencia Elementary School (Bond Fund)

That the Board of Education approve a rejection of all Bids, CUPCCAA Bid 1819-036, Restroom Upgrades, Site Work, Kindergarten Area, Providencia Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $0.00, Bond Fund, and that authority to reject the bids be exercised pursuant to BUSD-AR 3314, as presented.

Rejection of Bids - Rest Room Upgrades_ Providencia..pdf (O.F. # 27,520)

13.v Approval of Award of Contract, Procurement, Braille Signs, Inc., Braille Signage, Rest Rooms, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve an award of contract, Braille Signs, Inc., Walt Disney Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $719 (21.3-00000-0-91008-85000-4310-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Braille Signs_ RR Signage_ Disney.pdf (O.F. # 27,521)

13.w Approval of Award of Contract, Pilgrim Fence, CUPCCAA Bid,1819-074, Fabrication and Installation, Drinking Fountain Guard Rails, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve an award of contract, Pilgrim Fence, CUPCCAA Bid,1819-067, fabrication and installation of drinking fountain guard rails, Walt Disney Elementary School, effective May 17, 2019 through, May 17, 2020, not to exceed $5,377 (21.3-00000-0-91008-85000-6170-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AOC_ Pilgrim Fence-Drinking Fountain Rail_ Disney.pdf (O.F. # 27,522)

13.x Approval of Amended Contract with Blackboard Inc. for Two Additional Website Licenses (General Fund)

That the Board of Education amend the agreement between Burbank Unified School District and Blackboard Inc., for two additional website licenses, not to exceed $3,086.20 over three years (01.0-00000.0-00000-72000-5840-7401000) (General Fund), effective May 17, 2019 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Amended Contract_Blackboard_Two Licenses_051619.pdf (O.F. # 27,523)

13.y Approval of the Disposal of Obsolete Equipment

That the Board of Education approve the disposal of the obsolete equipment, effective May 17, 2019.

Troxell_Disposal Obsolete Equipment_051619.pdf (O.F. # 27,524)

13.z Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Luther Burbank Middle School (Bond Fund)

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

NOC_Nexus_Network Electronics_Luther_051619.pdf (O.F. # 27,525)

13.aa Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), John Muir Middle School (Bond Fund)

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

NOC_Nexus_Network Electronics_Muir_051619.pdf (O.F. # 27,526)

13.ab Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), Burbank High School (Bond Fund)

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

NOC_Nexus_Network Electronics_BHS_051619.pdf (O.F. # 27,527)

13.ac Acceptance of Notice of Completion, Bid 1415-039, E-Rate 2015 Technology Network Electronics, District-Wide, Nexus IS (Dimension Data), John Burroughs High School (Bond Fund)

That the Board of Education accept the following project as completed: Bid 1415-039 E-Rate 2015 Technology Network Electronics, District-Wide for network electronics by Nexus IS (Dimension Data), at John Burroughs High School (21.0-00000.0-93000-85000-4450/6249-4320000), PO 17000016, not to exceed $277,767.43 (Bond Fund), as presented.

NOC_Nexus_Network Electronics_JBHS_051619.pdf (O.F. # 27,528)

President Reynolds acknowledge the retirement of John Burroughs High School Counselor Leslie (Les) Cohen; Disney Elementary School teacher Teresa Scheerer; and Roosevelt Elementary School teacher Irene Boelke and thanked them for their service to the District.

14. REQUESTS TO ADDRESS THE BOARD

14.a Public Communications

Diana Abasta, Teacher and BTA President, was called to speak. She commented on class size and the Parcel Tax. She felt that class size has a positive impact as she has witnessed it the classroom for the past 30 years. She thanked the Board and staff for attending the recent BTA reception and announced the winners of BTA scholarship awards. She announced the Save the date for the Community Read-In event and invited the community to attend and the Chamber of Commerce meeting and hoped for representation from different groups. She said that PBIS was a great program, however, if it was also important to support the teachers. She commented on May being Mental Health Month and an upcoming conversation with senior staff regarding Elementary Report Cards and issues that need to be address. She said that communication is vital and she asked that Principals allow teachers to have a summer by not contacting

them by phone or email as it was important for teachers to unwind before returning to school for the 2019-2020 school year. She was looking forward to the upcoming Relay for Life event and encouraged participation.

14.b Staff Responses

Superintendent Hill thanked Diana Abasta for her comments and was looking forward to supporting teachers and to provide additional support.

14.c Board Members' Comments and Responses

Member Ferguson agreed with Diana Abasta and asked that staff inform principals about communication to teachers during the summer.

Vice President Aghakhanian Also thanked Diana Abasta and asked if other school libraries were in need of books in different languages. Superintendent Hill said that the goal was to try to look at diversity to expand the library collections asked that anyone interested in donation to contact the principal or District Office staff.

President Reynolds thanked Diana Abasta and said that she was looking forward to the collaboration that will come out during the summer work with Superintendent Hill and Sarah Niemann.

15. ADJOURNMENT

The meeting adjourned at 11:08 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/6/2019
_____
DATE

_____
STEVE FRINTNER, CLERK

TO: Board of Education / Superintendent

Consent 6/6/2019

SUBMITTED BY: Sarah Niemann, Assistant Superintendent, Human Resources Services

SUBJECT: Certificated Personnel - Report Number 18 - 19 - 19. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

ELECTION: LONG TERM SUB	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
SPENCE, JOHN Stevenson Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-2150000	100			5/2/2019 5/24/2019

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
DESURRA, SANDRA Stevenson Elementary School	Special Ed Teacher - FTE:100%	01.0-65000.0-57500-11100-1110-2150000	100	RA:005 - ST:23 STP: $1331	Began Service 1/27/2011	6/1/2019
SULLIVAN, ARTHUR Burroughs High School	Teacher	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:24	Began Service 10/24/1972	6/1/2019
SULLIVAN, JILL Burroughs High School	Teacher	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:24 STP: $1331	Began Service 9/11/1980	6/1/2019
JAFFE, GLEN John Muir Middle School	Teacher	01.0-00000.0-11100-10000-1110-3220000	100	RA:005 - ST:24	Began Service 9/19/1988	5/25/2019
CLARKE, KELLI Luther Middle School	Teacher	01.0-00000.0-11100-10000-1110-3200000	100	RA:006 - ST:15	Began Service 7/8/1986	7/1/2019

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
LANCASTER BOYCE, AUDRA Burbank High School	Counselor	01.0-00000.0-00000-31100-1211-4310000	100	STP: $1331	Began Service 8/1/2016	5/31/2019
HUANG, ISAAC Luther Middle School	Middle School Assistant Principal	01.0-00000.0-00000-27000-1313-3200000	100	STP: $2662	Began Service 7/28/2015	6/30/2019
LARSEN, ELISE Luther Middle School	Special Ed Teacher SH - Bridges - FTE:100%	01.0-65000.0-57500-11100-1110-3200000	100	STP: $2662	Began Service 8/10/2015	5/24/2019
TURNER, CAROLINE John Muir Middle School	Teacher	01.0-00000.0-11100-10000-1110-3220000	100	STP: $1331	Began Service 8/8/2016	6/30/2019

CERTIFICATED PERSONNEL

CONSENT 6/6/2019

ELECTION: TEMPORARY (NON-	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ALDECOA, TANYA Monterey Continuation	Continuation High School Teacher English and Elective - FTE:100%	01.0-02200.0-32000-10000-1110-5300000	100	STP: $1331		7/10/2019 8/23/2019

ELECTION: SUMMER NURSE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
AGUILERA, LENORA Special Education	Nurse Summer School Nurse	01.0-65000.0-50010-31400-1230-5480000	100			5/30/2019 7/11/2019

CHANGE OF ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
BAKER, RYAN Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:100%	12.0-90602.0-11100-10000-1110-2010000	100	RA:005 - ST:02 STP: $81	From IA CC to CC Teacher	5/14/2019
GASPAR, ELVA Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:100%	12.0-90602.0-11100-10000-1110-2020000	100	RA:005 - ST:02 STP: $81	Move from Disney ATB to Edison ATB	5/14/2019
ROTER, KORI John Muir Middle School	Teacher Math - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:003 - ST:03		8/5/2019

CHANGE OF DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
CT 0084-18, Childrens Center	Cc Teacher: School Age CC Teacher-9.5 months - FTE:100%	12.0-90602.0-11100-10000-1110-2010000	100	STP: $79	Extension of Paid Admin LOA	5/1/2019 5/13/2019
SKUJINS, JULIE Roosevelt Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2140000	100	STP: $1304	To extend Catastrophic LOA end date	5/1/2019 5/24/2019
MARTIROSYAN, ANNA Childrens Center	Supervisor, Cc Leave of Absence - FTE:100%	12.0-90601.0-00000-21000-1316-5080000	100	STP: $17	Change of end date	4/16/2019 5/2/2019

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ELLIOTT, JEANNETTE Monterey Continuation	Continuation High School Teacher Leave of Absence	01.0-02200.0-32000-10000-1110-5300000	100	RA:005 - ST:09 STP: $1331	Other Personal Leave	5/21/2019 6/4/2019
DEVIRGILIS, EDWARD John Muir Middle School	Teacher Leave of Absence	01.0-00000.0-11100-10000-1110-3220000	100	RA:006 - ST:015 STP: $1331	Child/Parental Bonding	8/12/2019 9/13/2019
GRIMALDI, ALANNA Luther Middle School	Teacher Leave of Absence	01.0-00000.0-11100-10000-1110-3200000	100	RA:006 - ST:04 STP: $1331	Child/Parental Bonding	5/8/2019 5/24/2019
KAWASAKI, JANELLE Monterey Continuation	Teacher Leave of Absence	01.0-02200.0-32000-10000-1110-5300000	100	RA:005 - ST:10 STP: $1331	Child/Parental Bonding	7/8/2019 7/12/2019

CERTIFICATED PERSONNEL

CONSENT 6/6/2019

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ISSAGHOLIAN, GRACE Childrens Center	Cc Teacher: School Age Leave of Absence - FTE:100%	12.0-90602.0-11100-10000-1110-2050000	100	RA:004 - ST:03 STP: $81	Child/Parental Bonding	6/24/2019 9/20/2019
KOVNER, DANIELLE Stevenson Elementary School	Curriculum Specialist Leave of Absence - FTE:100%	01.0-01500.0-00000-21300-1910-7420000	100	RA:006 - ST:10 STP: $1331	Preg. Disability and Child/Parental Bonding	8/5/2019 11/22/2019

LEAVE OF ABSENCE (UNPAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
KOVNER, DANIELLE Stevenson Elementary School	Curriculum Specialist Leave of Absence - FTE:100%	01.0-01500.0-00000-21300-1910-7420000	100	RA:006 - ST:10 STP: $1331	Child Care LOA	11/23/2019 12/21/2019

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
PYLES, VANESSA Human Resources	Cc Sub Teacher Substitute Teacher	12.0-90602.0-11100-10000-1160-7540000	100	Salary Rate: $16.76		5/13/2019
ESTRADA, ANDREW Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100	Salary Rate: $135/140		05/01/2019
LARSEN, ELISE Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100	Salary Rate: $135/140		5/21/2019

ELECTION: SUB SCHOOL NURSE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ARMSTRONG, CAROLINE Human Resources	Sub School Nurse Sub School Nurse	01.0-00000.0-00000-31400-1260-7720000	100			05/01/2019

ELECTION: SUMMER HOURLY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
IVANKOVIC, PATRICIA Special Education	Other Hourly Summer Summer Other Hourly	01.0-65000.0-50010-21000-1930-5480000	100		DHH Program needs	6/1/2019 7/31/2019
GOOD, HEATHER Adult School	Teacher: Summer School ILA Summer Assignment	01.0-01500.0-11100-10000-1130-7420000	100		Summer School ILA	5/30/2019 7/11/2019
DAWES, JACQUELINE Special Education	Teacher: Summer School Summer Intervention	01.0-65000.0-57700-11100-1130-5480000	100			6/3/2019 7/11/2019

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ESHLEMAN, STEVEN Luther Middle School	Long Term Sub Teacher 6th Grade Science	01.0-00000.0-11100-10000-1160-3200000	100			3/4/2019 5/3/2019

CERTIFICATED PERSONNEL

CONSENT 6/6/2019

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
NOLEN, NIKKI Monterey Continuation	Long Term Spec Ed Sub Tchr Teacher Sec Sped	01.0-65000.0-57700-11100-1160-5300000	100	Salary Rate: $276.26		5/13/2019 6/11/2019
RIVERA, RENEE Human Resources	Long Term Sub Teacher 6th Grade History	01.0-00000.0-11100-10000-1160-3220000	100	Salary Rate: $170		5/7/2019 5/24/2019
WANDER, BRYANNA Luther Middle School	Long Term Sub Teacher 6th Grade Science	01.0-00000.0-11100-10000-1160-3200000	100	Salary Rate: $247.95		05/06/2019 5/24/2019

ELECTION: SUMMER SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ADOTI, RAZAAQ	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
ALLEN, LAURANCE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
ANDRUSCO, ROBERT	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
AVAGYAN, ANUSH	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
AVANESIAN, ELLIN	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
CHRISTENSEN, SAMANTHA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
CONNER, TRISTAN	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
CURRAN, EMILY	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
DIAZ, CYNTHIA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
ERICKSON, NADINE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
FERERA, CHRISTOPHER	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
FITGERALD, NANCY	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
GIVEN, SARAH	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019
GUTIERREZ, FRANCISCO	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100			06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100			7/31/2019

HARVEY, SAMANTHA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	06/03/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
HAWTHORNE, RICKIE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
HOOD, LARVELL	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
HYSLOP, MARY	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
KANG, PIUS	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
LIZARRAGA, FELISA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
MARINELLI, JEAN	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
MATSUMOTO, CHRIS	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
MCMAHON, AMANDA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
MICELI, DANIELLE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
MINASYAN, MARIA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
MOLINA, CESAR	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
MUCHA, MICHELE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
NAVARRO, LIZ	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
NIEWEG, MICHELLE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
NOLEN, NIKKI	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11100-1160-5480000	100	7/31/2019
OLIVAR, TIMOTHY	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100	7/31/2019
OLKOWSKI, JOSHUA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100	7/31/2019
PERAZA, CRISTINA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100	6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100	7/31/2019

PROSSER, AMY	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019
SETAGHIAN, NATALIE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019
SMITH, CANDANCE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019
STEWART, CARLY	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019
STEWART, DAVID	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019
TRIMBLE, KATHERINE	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019
VASQUEZ, NORKA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019
WALDEN, MELISSA	Ss Sub Tchr/ss Spec Ed	01.0-01500.0-11100-10000-1160-5480000	100		6/3/2019
Human Resources	SS Substitute Teacher	01.0-65000.0-57700-11000-1160-5480000	100		7/31/2019

ELECTION: SUMMER TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
AMIRIAN, SETA	Teacher: Summer School	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	6/3/2019
Instructional Services	SS Traditional					7/11/2019
HAWTHORNE, RICKIE	Teacher: Summer School	01.0-01500.0-11100-10000-1130-7420000	100		Traditional	5/30/2019
Instructional Services	SS Traditional					7/11/2019
KORDIAN, HAGOP	Teacher: Summer School	01.0-73380.0-47600-10012-1130-5480000	100		Initial Credit ELD- Prep and Training Days	5/29/2019
Instructional Services	SS Initial Credit ELD					6/30/2019
KORDIAN, HAGOP	Teacher: Summer School	01.0-01500.0-11100-10000-1130-5480000	100		Initial Credit ELD	7/1/2019
Instructional Services	SS Initial Credit ELD					7/11/2019
MULLADY, JERRY	Teacher: Summer School	01.0-73380.0-47600-10012-1130-5480000	100		Initial Credit ELD- Prep and Training Days	5/29/2019
Instructional Services	SS Initial Credit ELD					6/30/2019
ORSINI, MARIANNA	Teacher: Summer School	01.0-73380.0-47600-10012-1130-5480000	100		Initial Credit ELD- Prep and Training Days	5/29/2019
Instructional Services	SS Initial Credit ELD					6/30/2019
GOOD, HEATHER	Teacher: Summer School	01.0-01500.0-11100-10000-1130-7420000	100		Summer School ILA	5/30/2019
Adult School	ILA Summer Assignment					7/11/2019
LEE, DARA	Teacher: Summer School	01.0-01500.0-11100-10000-1130-7420000	100		Summer School ILA	5/30/2019
Adult School	ILA Summer Assignment					7/11/2019
ANGULO, SONIA	Teacher: Summer School	01.0-90201.0-11100-10000-1130-7428710	100		Dual Immersion Program	5/30/2019
Mc Kinley Elementary School	Summer School 2019					7/3/2019
MAZUR, RUBY	Teacher: Summer School	01.0-90201.0-11100-10000-1130-7428710	100		Dual Immersion Program	5/30/2019
Mc Kinley Elementary School	Summer School 2019					7/3/2019

WEISS, JOSHUA Mc Kinley Elementary School	Teacher: Summer School Summer School 2019	01.0-90201.0-11100-10000-1130-7428710	100	Dual Immersion Program	5/30/2019 7/3/2019
BIGGER, DENA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11104-1130-5480000	100	HS DHH summer program	5/30/2019 7/11/2019
CORRAL, CHRISTOPHER Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	HS Mod/Severe	5/30/2019 7/11/2019
DAGATA, PATTY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11104-1130-5480000	100	HS DHH summer program	5/30/2019 7/11/2019
HENRY, TRICIA Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57700-11104-1130-5480000	100	HS DHH summer program	5/30/2019 7/11/2019
HYSLOP, MARY Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	HS Mod/Severe	5/30/2019 7/11/2019
STRASHEIM, JENNIFER Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57300-11100-1130-5480000	100	SEED summer program	5/30/2019 7/3/2019
VAIL, MEGAN Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100	HS Mod/Severe	5/30/2019 7/11/2019
VAIL, MEGAN Special Education	Teacher: Summer School Summer School 2019	01.0-65000.0-57500-11100-1130-5480000	100		5/30/2019 7/11/2019

RELEASED UNAVAILABLE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BERNER, MICHAEL Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 5/21/87	5/20/2019
BRUNJES, MICHAEL Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 12/5/18	5/20/2019
COOK, CAITLIN Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 11/28/18	5/20/2019
CUNNINGHAM, GEORGE Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began servcie 10/12/18	5/20/2019
KOLL, SAMANTHA Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 10/31/13	5/20/2019
MACNAIR, DEVEN Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 08/26/1997	5/20/2019
MARKSON, HARRIS Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 8/17/2015	5/20/2019
PATTERSON, RHETT Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 2/9/2017	5/20/2019
SEGURA, JESSICA Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000 01.0-65000.0-57700-11100-1160-7440000	100 100		began service 12/11/2018	5/20/2019

YEFREMIA, CLAUDIA	Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000	100	began service 10/24/17	5/20/2019
Human Resources	Substitute Teacher	01.0-65000.0-57700-11100-1160-7440000	100		

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 18-19-19

June 6, 2019
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Abrams, Sarah	Muir	Department Chair	Stipend	$1462.00	1	May
Abrazado, Reinelle	BHS	Department Chair	Stipend	$1462.00	1	May
Adoti, Razaaq	Disney CC	Additional Hours as Sub	Hourly	$16.76	5	May
Albarian, Kristina	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Albarian, Kristina	Washington	Intervention Planning	Hourly	$33.44	5	May
Allahverdi, Armineh	Washington ATB	Additional hours as Sub	Hourly	$16.76	1.75	April
Allahverdi, Armineh	Washington ATB	Additional hours for summer	Hourly	$18.51	32	May
Almer, Jennifer	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Almer, Jennifer	Instr. Services	Intervention Planning	Hourly	$33.44	57	May - June
Anderson, Kim	Instr. Services	Professional Mentor Stipend	Stipend	$946.00	1	May
Armes, Deborah	Providencia	Intervention Planning	Hourly	$33.44	6	May
Artonian, Angela	Roosevelt ATB	Additional hours for summer	Hourly	$20.42	32	May
Ault, Callie	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Ault, Callie	Washington	Intervention Planning	Hourly	$33.44	5	May
Auproux, Shari	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Auproux, Shari	Emerson	Intervention Planning	Hourly	$33.44	3	May
Auproux, Shari	Instr. Services	Intervention Planning	Hourly	$33.44	3.5	June
Baker, Ryan	Disney CC	Additional hours for summer	Hourly	$19.46	32	May
Balboa, Alana	Washington	Intervention Planning	Hourly	$33.44	5	May
Barnhart, Julie	Jefferson	Master Teacher Stipend	Hourly	$300.00	1	May
Bartok, Kristen	Providencia	Intervention Planning	Hourly	$33.44	6	May
Begoyan, Ripsime	Miller	Intervention Planning	Hourly	$33.44	7.5	May
Binda, Lucien	JBHS	Additional Hours as Sub	Daily	$135.00	2	May
Brinton, Joel	JBHS	CIF	Stipend	$189.00	2	May
Brinton, Joel	Instr. Services	Planning	Hourly	$33.44	6	May
Card, David	BHS	CIF	Stipend	$189.00	4	May
Carlson, Sandra	Adult	Attendance at nursing meeting	Hourly	$22.75	3	May
Carlton, Lee	Instr. Services	Planning	Hourly	$33.44	6	May
Casper, Jennifer	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Chakerian, Lucy	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
Chakerian, Lucy	Instr. Services	Planning	Hourly	$33.44	6	May

Cherkezian, Arpy	Muir	Department Chair	Stipend	$1462.00	1	May
Christensen, Samantha	Burbank HS	Additional hours as Sub	Hourly	$33.44	1	May
Cody, Nicole	Instr. Services	Intervention Planning	Hourly	$33.44	3.5	June
Cola, Lali Maciel	Burbank HS	Additional hours as Sub	Hourly	$33.44	1	May
Collazos, Reynaldo	Instr. Services	Planning	Hourly	$33.44	6	May
Collins, Chandra	Washington	Intervention Planning	Hourly	$33.44	2	May
Collins, Chandra	Washington	Intervention Planning	Hourly	$33.44	5	May
Collins, Chandra	Instr. Services	Induction Support Provider (2)	Stipend	$1892	1	May
Collins, Chandra	Special Ed	Home Teacher	Hourly	$35.73	24	May
Colman, Adam	BHS	PE Testing	Hourly	$45.07	5	May
Cook, Jacob	BHS	CIF	Stipend	$189.00	2	May
Cooper, Rebecca	BHS	Department Chair	Stipend	$1462.00	1	May
Cooper, Rebecca	Instr. Services	Planning	Hourly	$33.44	6	May
Coyne, Emilie	Providencia	Intervention Planning	Hourly	$33.44	6	May
Coyne, Marie	Providencia	Intervention Planning	Hourly	$33.44	6	May
Crespy, Amilyn	Harte CC	Additional hours for summer	Hourly	$20.42	32	May
Crystal, Lisa	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Cuseo, Victoria	Muir	Department Chair	Stipend	$1462.00	1	May
Cuseo, Victoria	Instr. Services	Planning	Hourly	$33.44	6	May
Dagata, Patty	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Dagata, Patty	Washington	Intervention Planning	Hourly	$33.44	5	May
Dagata, Patty	Washington	Class Coverage	Hourly	$23.07	1.5	May
D'Andrea, Christina	Jordan	Department Chair	Stipend	$1462.00	1	May
Dekay, James	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Dekay, James	Instr. Services	Planning	Hourly	$33.44	6	May
Del Rio, Erica	Stevenson ATB	Additional hours for summer	Hourly	$20.42	32	May
DeLuna, Humberto	Special Ed	Home Teacher	Hourly	$35.73	42	May - June
DeMore, Chrsitine	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Diaz, Cynthia	Muir	Additional Hours as Sub	Daily	$135.00	2	May
Dixon, Joann Michelle	Special Ed	Home Teacher	Hourly	$35.73	5	April
Eidem, Jennifer	Providencia	Intervention Planning	Hourly	$33.44	6	May
Eldridge, Erica	Providencia	Intervention Planning	Hourly	$33.44	6	May
Ellingsworth, Brandy	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Ellingsworth, Brandy	Washington	Intervention Planning	Hourly	$33.44	5	May
Emamjomeh, Mojgahn	BHS	Coaching	Hourly	$33.44	30	May
Enokian, Stefanie	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
Eskandar, Catherine	Jordan	Department Chair	Stipend	$1462.00	1	May
Everett, LaToya	Washington	Intervention Planning	Hourly	$33.44	5	May
Everhart, Gregory	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
Everhart, Gregory	JBHS	CIF	Stipend	$189.00	4	April-May

Everhart, Gregory	Instr. Services	Planning	Hourly	$33.44	6	May
Farmer, Deborah	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Farmer, Deborah	Washington	Intervention Planning	Hourly	$33.44	5	May
Fields, Jami	Providencia	Intervention Teaching	Hourly	$45.07	1.5	May
Fitzgerald, Nancy	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Fitzgerald, Nancy	Washington	Intervention Planning	Hourly	$33.44	5	May
Flores Chavez, Ismael	Roosevelt CC	Additional hours as Sub	Hourly	$16.76	.5	April
Flores Chavez, Ismael	Roosevelt CC	Additional hours as Sub	Hourly	$16.76	1	April
Freeman, Elisa	Instr. Services	Planning	Hourly	$33.44	6	May
Fuguemann, Rosalinda	Disney CC	Additional hours as Sub	Hourly	$16.76	10	May
Fuguemann, Rosalinda	Disney CC	Additional hours as Sub	Hourly	$16.76	4	May
Gaitan Robles, Sandy	JBHS	Additional Hours as Sub	Daily	$135.00	7	May
Gal, Deborah	Washington	Intervention Planning	Hourly	$33.44	5	May
Gmbikian, Grigor Stephan	Disney CC	Additional hours as Sub	Hourly	$16.76	.5	April
Goldenberg, Jennifer	Instr. Services	Induction Support Provider	Stipend	$1,892.00	1	May
Goldenberg, Jennifer	Instr. Services	ELD Planning	Hourly	$33.44	122	May - June
Gomez, Jennifer	Spec. Ed	Mentor	Stipend	$1892.00	1	May
Gray, Gretchen	Instr. Services	Intervention Planning	Hourly	$33.44	3.5	June
Green, John	Jordan	Add'l hours for lunch supervision	Hourly	$33.44	5	May
Griffin, Jamie	Jordan	Department Chair	Stipend	$1462.00	1	May
Griffith, Jennifer	Instr. Services	Induction Support Provider	Stipend	$1,892.00	1	May
Grimaldi, Alana	Instr. Services	Planning	Hourly	$33.44	6	May
Grimshaw, Dena	Adult	Additional hours in assignment	Hourly	$40.96	4	May
Grimshaw, Douglas	BHS	CIF	Stipend	$189.00	2	May
Grimshaw, Douglas	BHS	Department Chair	Stipend	$1462.00	1	May
Guyon, Jessica	Instr. Services	Planning	Hourly	$33.44	6	May
Hammell, Robert	BHS	Department Chair	Stipend	$1462.00	1	May
Hatch, Robin	Muir	Planning	Hourly	$33.44	32	May
Henderson, Jeff	BHS	Department Chair	Stipend	$1462.00	1	May
Howard, Cathleen	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Howard, Corey	Instr. Services	Planning	Hourly	$33.44	6	May
Howitt, Elayne	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Hunter, Lisa	Jordan	Department Chair	Stipend	$731.00	1	May
Jackson, Kirsten	Providencia	Intervention Planning	Hourly	$33.44	20.5	May
Johnson, Jill	Instr. Services	Intervention Planning	Hourly	$33.44	3.5	June
Jung, Grace	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Jung, Grace	Washington	Intervention Planning	Hourly	$33.44	5	May
Junkermeier, Joshua	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
Kaloustian, Brian	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
Kaloustian, Tiffany	Instr. Services	Intervention Planning	Hourly	$33.44	3.5	June

Kienlen, Susan	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Kim, Barbara	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Kim, Terry	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
Klebba, Michelle	Jordan	Department Chair	Stipend	$731.00	1	May
Kordian, Hagop	BHS	Saturday School	Daily	$143.23	1	May
Kovner, Danielle	Instr. Services	Induction Support Provider	Stipend	$1,892.00	1	May
Krikorian, Christine	Miller	Intervention Teaching	Hourly	$45.07	3	May
Kropf, Julie	Emerson CC	Additional hours overtime	Hourly	$26.06	3	April
Kropf, Julie	Emerson CC	Additional hours for summer	Hourly	$26.06	32	May
Kubler, Laura	Instr. Services	Induction Support Provider	Stipend	$1,892.00	1	May
Kuester, Danielle	Instr. Services	Intervention Planning	Hourly	$33.44	9.5	June
Lambert, Julie	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Lambert, Julie	Washington	Intervention Planning	Hourly	$33.44	5	May
Lancaster Boyce, Audra	BHS	Department Chair	Stipend	$1462.00	1	May
Landin White, Theresa	Washington	Class Coverage	Hourly	$23.07	1.5	May
Landin White, Theresa	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Landin White, Theresa	Washington	Intervention Planning	Hourly	$33.44	5	May
Lange, Carole	Stevenson ATB	Additional hours for summer	Hourly	$22.50	32	May
Lemaster, Anna	BHS	Department Chair	Stipend	$731.00	1	May
Lemons, Julie	Roosevelt ATB	Additional hours for summer	Hourly	$22.50	32	May
Levi, Julie	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Levy Austin, Susan	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Longtain, Rosanne	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Longtain, Rosanne	Washington	Intervention Planning	Hourly	$33.44	5	May
Mac Neill, Michelle	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Mac Neill, Michelle	Washington	Intervention Planning	Hourly	$33.44	5	May
Manoukian, Zare	Instr. Services	Planning	Hourly	$33.44	6	May
Mangel, Alyssa	Emerson	Intervention Planning	Hourly	$33.44	3	May
Manson, Wesley	Instr. Services	Planning	Hourly	$33.44	6	May
Marshall, Elaine	McKinley ATB	Additional hours onsite	Hourly	$26.06	.5	May
Marshall, Elaine	McKinley ATB	Additional hours for summer	Hourly	$26.06	32	May
Martin, Nancy	Muir	Department Chair	Stipend	$1462.00	1	May
Martin, Nancy	Instr. Services	Planning	Hourly	$33.44	6	May
Martinez, Allison	Instr. Services	Professional Mentor Stipend	Stipend	$946.00	1	May
Martinez, Lisa	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
McDermott, Sara	Miller	Intervention Planning	Hourly	$33.44	6	May
McMurry, Catherine	Harte	Elementary Choir Stipend	Stipend	$1156.00	1	November - June
McNiff, Paul	BHS	Department Chair	Stipend	$731.00	1	May
McKain, Allison	BHS	PE Testing	Hourly	$45.07	13	May
Mercado, Khelsie	Instr. Services	Planning	Hourly	$33.44	6	May

Meza, Abraham	Adult	Curriculum development	Hourly	$22.75	60	May - June
Michels, John	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Michels, John	Washington	Intervention Planning	Hourly	$33.44	5	May
Mieliwocki, Rebecca	Instr. Services	Intervention Planning	Hourly	$33.44	30	May - June
Nguyen, Ty	Adult	Attendance at nursing meeting	Hourly	$22.75	3	May
Ohrt, Natalie	BHS	Math Assessments	Hourly	$33.44	6	May
O'Keefe, Heather	Muir	Department Chair	Stipend	$1462.00	1	May
Outwater, Robert	Adult	Additional hours at assignment	Hourly	$42.59	4	May
Pacino, Lori	Jordan	Department Chair	Stipend	$1462.00	1	May
Pacino, Lori	Instr. Services	Planning	Hourly	$33.44	6	May
Parker, Cody	BHS	CIF	Stipend	$189.00	2	May
Parker, Nancy	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Parker, Nancy	Washington	Intervention Planning	Hourly	$33.44	5	May
Pashen, Chelsea	Washington	Intervention Planning	Hourly	$33.44	1	May
Pashen, Chelsea	Washington	Intervention Planning	Hourly	$33.44	5	May
Peebles, John	JBHS	Assistant CIF	Stipend	$104.00	2	May
PeevyHouse, Illene	Muir	Department Chair	Stipend	$1433.00	1	May
Perez, Kimberley	Miller	Intervention Planning	Hourly	$33.44	16	May
Perry, Tamara	Stevenson ATB	Additional hours for summer	Hourly	$20.42	32	May
Petersen, Nancy	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Petersen, Nancy	Washington	Intervention Planning	Hourly	$33.44	5	May
Phan, John	BHS	CIF	Stipend	$189.00	1	May
Proano, Leonardo	BHS	Department Chair	Stipend	$1462.00	1	May
Reeves, Jamie	Instr. Services	Induction Support Provider	Stipend	$1892.00	1	May
Riner, Justin	Muir	Department Chair	Stipend	$1462.00	1	May
Rivas, Fredi	Adult	Curriculum development	Hourly	$22.75	80	May - June
Rivera, Stephen	Providencia	Intervention Planning	Hourly	$33.44	6	May
Russon, Robyn	Instr. Services	Planning	Hourly	$33.44	6	May
Sandifer, Amanda	BHS	Department Chair	Stipend	$1462.00	1	May
Scheerer, Teresa	Disney	Intervention Planning	Hourly	$33.44	5.5	May
Schwartz, Sarah	McKinley	Intervention Planning	Hourly	$33.44	4.83	May
Schwartz, Sarah	McKinley	Intervention Teaching	Hourly	$45.07	15.25	May
Shorten, Dana	Special Ed	Intervention Teaching	Hourly	$45.07	5	April - June
Shorten, Dana	Special Ed	Intervention Teaching	Hourly	$45.07	13	April - June
Shorten, Dana	Special Ed	Home Teacher	Hourly	$35.73	24	May - June
Silverstone-Moran, Rachel	Jordan	Department Chair	Stipend	$1462.00	1	May
Smith, Donna	Muir	Assessment Development	Hourly	$33.44	5	May
Smith, Donna	Instr. Services	Planning	Hourly	$33.44	6	May
Smith, Susan	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Snowden-Frost, Dawn	Instr. Services	Planning	Hourly	$33.44	6	May

Solares, Silvia	Disney	Intervention Planning	Hourly	$33.44	2	May
Starleaf, Derek	Muir	Planning	Hourly	$33.44	10	May
Steinberg, Steven	Emerson ATB	Additional hours in assignment	Hourly	$18.51	.3	April
Steinberg, Steven	Emerson ATB	Additional hours for summer	Hourly	$18.51	32	May
Steinberg, Steven	Emerson ATB	Additional hours in assignment	Hourly	$18.51	4.5	May
Steinberg, Steven	Emerson ATB	Additional hours in assignment	Hourly	$18.51	2	May
Stehli-Duran, Shana	Muir	Intervention Teaching	Hourly	$45.07	6	May
Stilgenbauer, Kimberly	Edison ATB	Additional hours for summer	Hourly	$21.45	32	May
Stoffers, Martha	Miller	Intervention Planning	Hourly	$33.44	15.5	May
Sullivan, Jill	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Thomas, Rebecca	Washington	Intervention Planning	Hourly	$33.44	1	May
Topalian, Talar	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Topalian, Talar	Providencia	Intervention Planning	Hourly	$33.44	14.5	May
Topalian, Talar	Instr. Services	Intervention Planning	Hourly	$33.44	9.5	June
Turner, Marcus	BHS	Department Chair	Stipend	$1462.00	1	May
Udall, Kristin	Jefferson	Intervention Teaching	Hourly	$45.07	27	May
Valencia, Hector	BHS	PE Testing	Hourly	$45.07	10	May
VanKooten, Heidi	Instr. Services	Planning	Hourly	$33.44	6	May
Varma, Arti	Washington	Intervention Planning	Hourly	$33.44	5.5	May
Varma, Arti	Washington	Intervention Planning	Hourly	$33.44	5	May
Walker, Amy	Providencia	Intervention Planning	Hourly	$33.44	6	May
Warren, William	Jordan	Department Chair	Stipend	$1462.00	1	May
Wells, John	BHS	PE Testing	Hourly	$45.07	2	May
Wiebler, Megan	Roosevelt ATB	Additional hours for summer	Hourly	$23.64	32	May
Wiebler, Megan	Disney CC	Additional hours as Sub	Hourly	$16.76	4	May
Winstein, Deborah	Instr. Services	Induction Support Provider	Stipend	$946.00	1	May
Yeghizaryan, Lusik	MHS	Technology	Stipend	$1059.00	1	January- June
Zakarian, Vivian	Emerson	Intervention Planning	Hourly	$33.44	3	May
Zimny, Pamela	Instr. Services	Professional Mentor Stipend	Stipend	$946.00	1	May

Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Retirement								
KANBARA, Alan	Maintenance Leadperson	01.0-81500.0-00000-81100-2210-7523000	1.00	58-VI	A	05-31-19		Facilities Services
MERCHAIN, Deborah	Student Information Systems Analyst	01.0-00000.0-00000-77000-2410-7730000	1.00	57-VI	A	06-01-19		Technology Services
Resignation								
BAKER, Ryan	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2110-2010000	.875	32-III	D	05-13-19		Edison Around the Bell
BARAJAS, Emilia	Instructional Assistant Special Education	01.0-33100.0-57700-11200-2110-3220000	1.00	32-III	D	05-23-19		Muir Middle School
BOJORQUEZ, Luis	Instructional Assistant-Primary Language Support	01.0-01500.0-47601-10000-2110-2090000	.375	31-II	D	05-23-19		McKinley Elementary
CARRILLO, Jiselh	Library Coordinator-Elementary	01.0-01500.0-00000-24200-2210-2010000 01.0-20100.0-00000-24200-2210-2019000	.512 .113	36-VI	D	05-23-19		Disney Elementary
DONTANVILLE, Chase	Instructional Assistant English Language Development	01.0-01501.0-47600-10000-2110-4320000	.500	32-III	D	05-23-19		Burroughs High School
GHANBARY, Evelina	Instructional Assistant-English Language Development	01.0-01500.0-47600-10000-2110-2100000	.6875	32-II	D	04-24-19		Miller Elementary
GOWDA, Kumudini	Instructional Assistant-Children's Center	12.0-61050.0-00010-10000-2110-2160000	1.00	32-VI	A	05-31-19		Washington Children's Center
HALL, Andrew	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	1.00	40-III	D	05-23-19		Special Education
MENKE, Erica	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-VI	D	08-04-19		Special Education
MILLO, Jennifer	Instructional Assistant-Children's Center	12.0-50250.1-11100-10000-2110-2030000	.375	32-VI	D	05-17-19		Emerson Children's Center
REEVES, Anna	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2110-2140000	.750	32-II	D	05-23-19		Roosevelt Elementary
REVELES, Ivory	Instructional Assistant Special Education	01.0-33100.0-57700-11200-2110-3200000	.750	32-III	D	05-23-19		Luther Middle School

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Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Resignation (Continued)								
URIBE, Rudy	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000	1.00	40-VI	A	08-15-19		Facilities Services
Leave								
BOYADZHYAN, Armine	Behavior Interventionist	01.0-00000.0-00000-31420-2210-7440025	1.00	12-VII	C	04-16-19	05-24-19	Special Education
CL-0086		01.0-01501.0-47600-27000-2410-7420000	.500	35-VI	D	05-10-19	05-23-19	Human Resources
TREVIZO, Cristina	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2110-7440000	.8125	40-III	D	05-06-19	05-06-20	Special Education
Additional Compensation for Longevity								
SAHAGUN, Lisa	Budget/Accounting Technician	01.0-00000.0-00000-72000-2410-7470000	1.00	48-VI	A	05-01-19		Fiscal Services 15 yrs., $118/mo.
SPAULDING, Donna	Central Office Receptionist	01.0-00000.0-00000-72000-2410-7550000	1.00	30-VI	A	05-01-19		Human Resources Services 15 yrs., $118/mo.
SWEENEY, Linda	Instructional Assistant-Special Education	01.0-33100.0-57700-11200-2110-4320000	.750	32-VI	A	05-01-19		Burroughs High School 30 yrs., $247/mo.
VILLARREAL, Francisco	Supervisor, Custodial	01.0-00100.0-00000-82100-2312-7520000	1.00	I-VI	A	05-01-19		Facilities Services 30 yrs., $464/mo.
Election – Monthly								
CAPSHAW, Nikki	Library Coordinator-Elementary	01.0-01500.0-00000-24200-2210-2050000	.625	36-I	D	05-13-19		Bret Harte Elementary
DIAZ, Yajaira	Instructional Assistant Special Education	01.0-33100.0-57700-11200-2110-4320000	.750	32-I	D	05-13-19		Burroughs High School
LOPEZ, Karina	Instructional Assistant Severely Impaired	01.0-33100.0-57500-11200-2110-4320000	.8125	35-I	D	08-12-19		Burroughs High School
Election – Hourly								
AGUILAR, Patricia	Custodian	01.0-90708.0-81000-50002-2240-7528000 01.0-00100.0-81000-50001-2240-4321000		35-VI	A	04-27-19	04-27-19	Burroughs High School
ALBARIAN, Kaline	Community Resource Assistant	01.0-90201.0-00000-27000-2430-2168400		31-IV	D	05-01-19	05-24-19	Washington Elementary
ALDAOUD, Sahar	Elementary School Aide	01.0-00000.0-11100-10009-2960-2102000		27-I	D	05-10-19	05-23-19	Miller Elementary

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Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

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Election – Hourly (Continued)								
ALEGRIA, Hector	Safety/Utility Custodian	01.0-90708.0-81000-50002-2240-7528000		35-II	A	04-28-19	04-28-19	Burroughs High School
ALVAREZ, Margarita	Custodian	01.0-00100.0-81000-50001-2240-4311000		35-VI	A	04-28-19	04-28-19	Burbank High School
ALVAREZ BENJUMEA, Carlos	Custodian	01.0-90711.0-81000-50002-2240-2158000		35-VI	A	04-01-19	06-30-19	Facilities Services
AMBROSE, Liliana	Bilingual Translator	01.0-01501.0-47600-27000-2950-2010000		16.24	G	04-29-19	05-31-19	Disney Elementary
ANTTILA, Carol	Office Assistant	110-63910.0-41102-27000-2410-5330000		34-VI	E	05-01-19	05-17-19	Burbank Adult School
ARELLANO, Celina	English Language Development Office Specialist	11.0-63910.0-41102-27000-2410-5330000		35-VI	E	05-01-19	05-17-19	Burbank Adult School
AYALA, Jose	Senior Custodian	01.0-90711.0-81000-50002-2240-2018000 01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-01-19	04-30-19	Facilities Services
BABAIAN, Agatia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-IV	D	05-28-19	05-31-19	Stevenson Around the Bell
BACA, Linda	Instructional Assistant Parent Education	11.0-00639.0-41103-10000-2110-5330000		31-VI	E	05-01-19	05-10-19	Burbank Adult School
BARILLAS, Sergio	Lead Custodian Secondary	01.0-90902.0-81000-50002-2240-7528000		40-VI	A	04-01-19	06-30-19	Jordan Middle School
BUSTOS, Adriana	Bilingual Translator	01.0-65000.0-50010-21000-2950-7440000		29-I	A	04-01-19	06-30-19	Special Education
CAFFERTY, Roni	Elementary School Aide	01.0-90201.0-11100-10009-2930-2068400		27-III	D	05-01-19	05-24-19	Jefferson Elementary
CARRASCO, Janel	Campus Supervision Assistant	01.0-90904.0-17007-83000-2240-4318600		35-VI	D	05-15-19	05-18-19	Burbank High School
CARRILLO, Jiselh	Library Coordinator-Elementary	01.0-42030.0-47600-24950-2230-7429000 01.0-42030.0-47600-24950-2240-7429000		36-VI	D	05-07-19 05-07-19	05-07-19 05-07-19	Disney Elementary
CHASE, Kristi	Elementary School Aide	01.0-00000.0-11100-10009-2960-2062000		27-III	D	05-01-19	05-23-19	Jefferson Elementary
CHAVEZ, Adriana	Community Resource Assistant	01.0-30100.0-00000-24200-2230-2169000		31-VI	D	05-28-19	05-31-19	Washington Elementary
CHAVEZ, Edith	Intervention Specialist For At Risk Students	01.0-30100.0-11100-10012-2140-2169000		53-VI	D	05-29-19	05-29-19	Washington Elementary

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Election – Hourly (Continued)								
CHILDS, Jennifer	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-28-19	05-31-19	Edison Children's Center
CHORA, Josefina	Food Service Cook II	13.0-53100.0-00000-37000-2240-4310000		31-VI	D	05-01-19	06-30-19	Burbank High School
CRUZ GOMEZ, Veronica	Custodian	01.0-00100.0-81000-50001-2240-4311000		35-I	A	04-01-19	04-30-19	Burbank High School
DAVIS, Sandra	Intervention Specialist For At Risk Students	01.0-30100.0-11110-10012-2140-2039000		53-IV	D	05-28-19	05-28-19	Emerson Elementary
DE LA CRUZ, Johanna	Campus Supervision Assistant	01.0-90904.0-17007-83000-2240-4318600		35-III	D	05-15-19	05-18-19	Burbank High School
DEVALL, Barbara	Instructional Assistant Special Education	01.0-30100.0-00000-24950-2930-3209000		32-VI	D	03-27-19	03-27-19	Luther Middle School
DIAZ, Juan	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-26-19	04-26-19	McKinley Elementary
FERNANDO, Tina	Elementary School Aide	01.0-00000.0-00000-24950-2930-2101000		27-III	D	05-09-19	05-09-19	Miller Elementary
FRIEDMAN, Brenda	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	05-28-19	05-31-19	Roosevelt Around the Bell
GUEFFROY, Katherine	Educational Interpreter	01.0-65000.0-57700-11104-2130-7440000 01.0-65000.0-57700-11104-2140-7440000		54-VI	A	04-01-19	04-30-19	Special Education
GIUMELLI, Silvia	Learning Center Technician	11.0-00639.0-41107-10000-2110-5330000 11.0-63910.0-41106-10000-2110-5330000		35-VI	E	05-01-19	05-23-19	Burbank Adult School
GUTIERREZ, Lourdes	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-28-19	05-31-19	Roosevelt Around the Bell
HANADA, Shigeko	Elementary School Aide	01.0-00000.0-11100-10009-2930-2091000		27-V	D	04-01-19	05-23-19	McKinley Elementary
HARTOUN MARDIRSAN, Odet	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-IV	D	05-28-19	05-31-19	Roosevelt Around the Bell
HESSEL, Lily	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-5300000		32-VI	A	07-01-18	06-30-19	Monterey High School
HONORE, Bavet	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-III	D	05-28-19	05-31-19	Roosevelt Around the Bell
JOHNSON, Kimberly	Campus Supervision Assistant	01.0-90904.0-17007-83000-2240-4318600		35-VI	D	05-15-19	05-18-19	Burbank High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
KAJIMOTO, Vilma	Elementary School Aide	01.0-90201.0-11100-10009-2930-2168400		27-VI	d	05-02-19	05-02-19	Washington Elementary
KAUFMAN, Joshua	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2140-7440000		40-III	D	04-19-19	04-19-19	Special Education
KHACHATOURIANS, Klara	Middle School Aide	01.0-00000.0-11100-10009-2930-3221000		34-III	D	05-22-19	05-22-19	Muir Middle School
KRUEGER, Joseph	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-28-19	05-31-19	Roosevelt Around the Bell
LARA, Armida	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-28-19	05-31-19	Roosevelt Around the Bell
LEAVITT-GILMORE, Debra	School Office Manger Middle School	01.0-00000.0-00000-27000-2440-3211000		43-VI	A	04-25-19	04-25-19	Jordan Middle School
LUNDBERG, Nuria	Bilingual Translator	01.0-30100.0-00000-24950-2950-3209000 01.0-65000.0-50010-21000-2950-7440000		29-I	A	03-27-19 04-01-19	03-27-19 04-30-19	Luther Middle School Special Education
MACHON, Nelly	Elementary School Aide	01.0-90201.0-11100-10009-2930-2038200		27-III	D	05-09-19	05-09-19	Emerson Elementary
MACIAS ROMERO, Oscar	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	04-27-19	04-27-19	Edison Elementary
MACIEL-BROWN, Joanmarie	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-28-19	05-31-19	Stevenson Around the Bell
MAGALLANES, Josephine	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4321000		35-VI	D	04-27-19	04-27-19	Burroughs High School
MALDONADO, Fernando	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-II	D	05-28-19	05-31-19	Bret Harte Children's Center
MARTINEZ, Cinthia	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	C	05-28-19	05-31-19	Bret Harte Children's Center
MORRISON, Rosemary	Instructional Technology Media Specialist	01.0-30100.0-00000-24950-2230-2019000		38-V	D	05-07-19	05-07-19	Disney Elementary
NAVA, Rafael	Campus Supervision Assistant	01.0-90711.0-00000-83000-2240-4328000 01.0-90904.0-00000-83000-2240-4328100		35-I	D	04-26-19	04-26-19	Burroughs High School
NGUYEN-MAI, Yen	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-VI	D	05-28-19	05-31-19	Edison Around the Bell

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Election – Hourly (Continued)								
NUNEZ, Claudia	Campus Supervisor	11.0-00639.0-41100-83000-2210-5330000 11.0-63910.0-41100-83000-2210-5330044 11.0-63910.0-41101-83000-2210-5330000 11.0-63910.0-41102-83000-2210-5330000 11.0-63910.0-41104-83000-2210-5330000 11.0-63910.0-41106-83000-2210-5330000		35-V	E	05-01-19	05-23-19	Burbank Adult School
ORELLANA, Edgar	Custodian	01.0-00100.0-00000-83000-2240-7521000 01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-27-19 04-01-19	04-27-19 04-30-19	Facilities Services Burroughs High School
PAREDES, Xiomara	Educational Interpreter IV	01.0-00000.0-00000-72000-2950-7451000		61-VI	A	04-01-19	04-01-19	Student Services
PEREZ, Joseph	Lead Custodian – Secondary	01.0-00100.0-81000-50001-2240-4311000		40-VI	A	04-01-19	04-30-19	Burbank High School
PETKO, Branka	Food Service Assistant	13.0-53100.0-00000-37000-2240-4310000		27-VI	D	05-01-19	06-30-19	Burbank High School
POZOS, Rosalinda	Instructional Assistant-Primary Language Support	01.0-65000.0-50010-21000-2950-7440000		31-V	D	04-01-19	04-30-19	Special Education
POZOS, Salvador	Custodian	01.0-00100.0-81000-50001-2240-4311000		35-VI	A	04-01-19	04-30-19	Burbank High School
RAMOS, Jasselt	Custodian	01.0-00100.0-81000-50001-2240-4311000		35-VI	A	04-01-19	04-30-19	Burbank High School
RIVAS, Yvonne	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-III	D	05-28-19	05-31-19	Roosevelt Around the Bell
ROSES, Peter	Campus Supervision Assistant	01.0-90904.0-17007-83000-2240-4318600		35-VI	D	05-18-19	05-18-19	Burbank High School
SANDOVAL, Veronica	Food Service Assistant	13.0-53100.0-00000-37000-2230-3220000		27-VI	D	08-01-18	05-30-19	Muir Middle School
SARGSYAN, Hermine	Elementary School Aide	01.0-00000.0-00000-24950-2930-2101000		27-III	D	05-09-19	05-09-19	Miller Elementary
SEID-BONHAM, Jelsa	Educational Interpreter IV	01.0-00000.0-00000-72000-2950-7451000		61-VI	A	04-01-19	04-01-19	Burbank High School
SERMENO, Estela	Community Resource Assistant	01.0-30100.0-47601-24950-2940-2019000		31-6	D	04-25-19	04-29-19	Instructional Services
SHADKAM, Araz	Middle School Aide	01.0-00000.0-11100-10009-2930-3221000		34-III	D	05-22-19	05-23-19	Muir Middle School

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Election – Hourly (Continued)								
SHAFFER, Patricia	Educational Interpreter IV	01.0-65000.0-57700-11104-2130-7440000 01.0-65000.0-57700-11104-2140-7440000		61-VI	A	04-01-19	04-30-19	Special Education
SHAHBAZIAN, Shakeh	Middle School Aide	01.0-42030.0-47600-24950-2950-7429000		34-I	D	02-19-19	02-19-19	Muir Middle School
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-III	D	05-28-19	05-31-19	Stevenson Around the Bell
TAHMASIAN, Anahid	Elementary School Aide	01.0-90201.0-11100-10009-2930-2038200		27-III	D	05-09-19	05-09-19	Emerson Elementary
TORRES, Connie	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-7547000		32-II	D	05-28-19	05-31-19	Roosevelt Around the Bell
VALLES, Fidel	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	04-20-19	04-20-19	Facilities Services
WASSEM, Maryanne	Instructional Assistant-Special Education	01.0-65000.0-57500-11100-2130-7440000		32-VI	D	05-03-19	05-03-19	Special Education
WILLIAMS, Kimberly	Food Service Supervisor II	13.0-53100.0-00000-37009-2340-4320000		S-VII	D	08-01-18	05-30-19	Burroughs High School
Election – Walk on Coach								
CICCONE, Anthony	Short Term Athletic	01.0-90201.0-15001-42000-2171-4318702		13.09	F	04-01-19	04-30-19	Burbank High School
HART, Robert	Short Term Athletic	01.0-90201.0-15001-42000-2171-4318702		13.09	F	04-01-19	05-31-19	Burbank High School
MANOKIAN, Marina	Short Term Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	05-01-19	05-31-19	Burbank High School
MCGARRAH, Shane	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4318500		13.09	F	05-01-19	05-31-19	Burbank High School
ROJO, Karl	Short Term Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	05-01-19	05-31-19	Burbank High School
TOLENTINO, Jeffrey	Short Term Athletic	01.0-90904.0-15001-42000-2171-4318100		13.09	F	05-01-19	05-31-19	Burbank High School
Election – Summer School								
ADAIR, Nathan	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-03-19	Stevenson Elementary
AGHADJANIAN, Hope	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-03-19	Stevenson Elementary
AGAZARYAN, Taline	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-03-19	07-03-19	Horace Mann Pre-School

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Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
AGUILAR, Melissa	Instructional Assistant-Translator DHH	01.0-65000.0-57700-11104-2130-5480000		33-IV	D	06-03-19	07-11-19	Burroughs High School
ALLADADIAN, Ashken	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
AMBROSE, Liliana	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-11-19	Burroughs High School
ARBOGAST, Julie	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-11-19	Burroughs High School
AREVALO, Yahjaira	School Office Manager-Elementary	01.0-01500.0-00000-27000-2430-5480000 01.0-90201.0-00000-27000-2430-7428710		43-IV	C	06-13-19	07-11-19	McKinley Elementary
ARUTYUNYAN, Kristine	Instructional Assistant-Severe Behavior II	01.0-65000.0-57500-11100-2130-5178000		45-VI	D	06-03-19	07-11-19	Magnolia Park
AVAKIAN, Jacqueline	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burroughs High School
BATTISTA, Marie	Healthcare Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11908-2130-5480000		37-VI	D	06-03-19	07-03-19	Stevenson Elementary
BEAUREGARD, Stephanie	School Office Manager-Elementary	01.0-65000.0-50010-27000-2430-5480000		43-VI	C	06-13-19	07-11-19	Stevenson Elementary
BERKOVITZ, Soraida	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-03-19	Stevenson Elementary
BONILLA Cindy	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-11-19	Burroughs High School
BRADSHAW, Dionne	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burbank Adult School
BROOKS, Mackenna	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
BROWN, Denise	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-03-19	Horace Mann Pre-School
CACERES, Adriana	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-11-19	Burbank Adult School
CAFARELLA, Valerie	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
CAMPBELL, Amber	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
CAMPBELL, Cheryl	Healthcare Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11908-2130-5480000		37-VI	D	06-03-19	07-11-19	Burroughs High School

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Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
CAMPBELL, Taylor	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
CAPELLE, Melissa	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-03-19	07-11-19	Burroughs High School
CARDENAS, Doris	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-03-19	Stevenson Elementary
CHANTA, Bryana	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-III	D	06-03-19	07-11-19	Burroughs High School
COHEN, Sofia	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-03-19	Stevenson Elementary
COLE, Gary	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burroughs High School
CONSOLI, Lorna	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-V	D	06-03-19	07-03-19	McKinley Elementary
CRUZ, Guillermo	Campus Supervision Assistant	01.0-01500.0-00000-83000-2230-5480000		35-VI	D	06-03-19	07-11-19	Burroughs High School
CUEVAS, Larissa	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
DESIMONE, Tiffany	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
DEVALL, Barbara	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-03-19	Stevenson Elementary
DIDONATO, Casey	Campus Supervision Assistant	01.0-01500.0-00000-83000-2230-5480000		35-VI	D	06-03-19	07-11-19	Burroughs High School
FERGUSON, Martha	Occupational Therapist Assistant	01.0-65000.0-57500-31400-2130-5480000		53-VI	D	06-03-19	07-11-19	Special Education
FLORES, Jeanette	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burroughs High School
FORGE, Josh	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-03-19	Stevenson Elementary
FOY, Susan	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-03-19	07-03-19	Horace Mann Pre-School
FRAGOSO, Leticia	Instructional Assistant Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-VI	D	06-03-19	07-03-19	Stevenson Elementary

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Election – Summer School (Continued)								
GARABEDIAN, Silva	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-V	D	06-03-19	07-03-19	McKinley Elementary
GARFIAZ, Cesar	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-11-19	Burroughs High School
GEVORYAN, Gohar	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-II	D	06-03-19	07-11-19	Burroughs High School
GOMEZ, Sarita	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-VI	D	06-03-19	07-03-19	McKinley Elementary
GOMEZ BARCENAS, Erika	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-11-19	Burroughs High School
GUEFFROY, Katherine	Educational Interpreter III	01.0-65000.0-57700-11104-2130-5480000		54-VI	D	06-03-19	07-03-19	Stevenson Elementary
GUTIERREZ, Silvia	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-03-19	07-11-19	Burroughs High School
HAKOPIAN, Norik	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-III	D	06-03-19	07-11-19	Burroughs High School
HAROOTUNIAN, Liana	Instructional Assistant-Special Education	01.0-01500.0-11100-10000-2130-5480000		31-VI	D	06-03-19	07-11-19	Burroughs High School
HARRIS, Samuel	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
HARRIS, Shaka	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-I	D	06-03-19	07-03-19	Stevenson Elementary
HERNANDEZ, Norma	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
HERRERA, Maria Elena	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
HOLT, Natalie	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-III	D	06-03-19	07-11-19	Burroughs High School
KAJIMOTO, Vilma	Instructional Assistant-Primary Language Support	01.0-90201.0-11100-10000-2130-7287100		31-VI	D	06-03-19	07-03-19	McKinley Elementary
KARIMIAN, Roobina	Instructional Assistant-Translator DHH	01.0-65000.0-57700-11100-2130-5480000		33-VI	D	06-03-19	07-03-19	Stevenson Elementary
KAUFMAN, Joshua	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-11-19	Burroughs High School

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Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
KNOOP, Nicole	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-VI	D	06-03-19	07-11-19	Burroughs High School
KOSZO, Brad	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burroughs High School
KRUEGER, Joseph	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-03-19	Stevenson Elementary
LARA, Armida	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-VI	D	06-03-19	07-03-19	McKinley Elementary
LOURENCO, Amanda	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
LOURENCO, Susan	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
MARINO, Annette	Elementary School Aide	01.0-01500.0-47600-10000-2990-5480000		27-III	D	06-03-19	07-03-19	McKinley Elementary
MARUTYAN, Arpy	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-II	D	06-03-19	07-03-19	McKinley Elementary
McCOOLE, Lisa	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-03-19	07-11-19	Burroughs High School
McDONALD, Kailey	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-V	D	06-03-19	07-03-19	Stevenson Elementary
MENKE, Erica	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burroughs High School
MERCADO, Lisette	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-03-19	07-03-19	Horace Mann Pre-School
MICHAELS, Alma	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-III	D	06-03-19	07-03-19	Stevenson Elementary
MIRABAL, Anna	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-III	D	06-03-19	07-03-19	Stevenson Elementary
MIRABAL, Tiffany	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-III	D	06-03-19	07-03-19	Stevenson Elementary
MIRELES, Perla	Instructional Assistant-Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000		45-VI	D	06-03-19	07-03-19	Stevenson Elementary
MIRZAKHANIAN, Tina	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-III	D	06-03-19	07-03-19	Stevenson Elementary
MORALES, Christian	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
NANYAN, Anahit	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-03-19	Burbank Adult School
NAVARRO, Carolina	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
LEIVA, Nereyda	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-11-19	Burroughs High School
NGUYEN, Loan	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-I	D	06-03-19	07-03-19	Stevenson Elementary
OCAMPO, Lorena	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-III	D	06-03-19	07-03-19	McKinley Elementary
OLIVIA, Jocelyn	Instructional Assistant-Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000		45-VI	D	06-03-19	07-03-19	Stevenson Elementary
OROZCO, Crystal	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-03-19	07-03-19	Horace Mann Pre-School
PACE, Harlan	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-III	D	06-03-19	07-03-19	Stevenson Elementary
PEREZ, Maria	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-03-19	Stevenson Elementary
PORTER, Vianey	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-03-19	07-03-19	Horace Mann Pre-School
PRECIADO, Diana	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-I	D	06-03-19	07-03-19	Horace Mann Pre-School
PUPKO, Mariana	Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11100-2130-5480000		35-II	D	06-03-19	07-03-19	Stevenson Elementary
REAGAN, Mary	Healthcare Instructional Assistant-Severely Impaired	01.0-65000.0-57500-11908-2130-5480000		37-VI	D	06-03-19	07-03-19	Stevenson Elementary
REYES, Faye	Instructional Assistant-English Language Development	01.0-42030.0-47600-10012-2130-5480000		32-III	D	06-03-19	07-03-19	McKinley Elementary
RICOTTA, Gail	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burroughs High School
RIGGINS, Jasmine	Instructional Assistant-Translator DHH	01.0-65000.0-57700-11100-2130-5480000		33-II	D	06-03-19	07-03-19	Stevenson Elementary
RIOJAS, Sarah	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-II	D	06-03-19	07-11-19	Burroughs High School

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Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
RIVERA, Teresa	Food Service Cook II	13.0-53100.0-00000-37000-2230-7498000		31-VI	D	05-28-19	08-08-19	Burroughs High School
ROBLES, Lisa	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-03-19	Stevenson Elementary
ROJAS, Mai	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-V	D	06-03-19	07-11-19	Burroughs High School
ROMERO, Maria Elena	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-11-19	Burbank Adult School
ROSENTHAL, Erica	Instructional Assistant-Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000		45-VI	D	06-03-19	07-03-19	Stevenson Elementary
RUIZ DE CASTILLO, Alicia	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-IV	D	06-03-19	07-03-19	Stevenson Elementary
SANCHEZ, Bonnie	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-03-19	07-03-19	Horace Mann Pre-School
SANCHEZ, Cynthia	Instructional Assistant-Translator DHH	01.0-65000.0-57700-11104-2130-5480000		33-VI	D	06-03-19	07-11-19	Burroughs High School
SAYAMOUNGKHOUNE, Paul	Behavior Interventionist	01.0-65000.0-57500-31420-2230-5480000		L-III	C	05-27-19	06-30-19	Special Education
SERMENO, Estela	Instructional Assistant-Primary Language Support	01.0-90201.0-11100-10000-2130-7428710		31-I	D	06-03-19	07-03-19	McKinley Elementary
SHAFFER, Patricia	Educational Interpreter IV	01.0-65000.0-57700-11104-2130-5480000		61-VI	D	06-03-19	07-11-19	Burroughs High School
SILVA, Maritza	Instructional Assistant-English Language Development	01.0-01500.0-11100-10000-2130-5480000		32-VI	D	06-03-19	07-11-19	Burroughs High School
SYMONS, Cindy	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
TAMIMI, Tammy	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-11-19	Burroughs High School
TAPANYAN, Anie	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
TRONCOSO, Janette	School Office Manager-Satellite School	01.0-65000.0-50010-27000-2430-5178000		43-IV	D	06-13-19	07-18-19	Magnolia Park
TURNER, Alcea	Instructional Assistant-Translator DHH	01.0-65000.0-57700-11104-2130-5480000		33-III	D	06-03-19	07-03-19	Stevenson Elementary

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Personnel Report No. 18-19-19 June 6, 2019 Classified Personnel

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Summer School (Continued)								
VALLONE, Joanne	Instructional Assistant-Severe Behavior II	01.0-65000.0-57500-11100-2130-5480000		45-VI	D	06-03-19	07-11-19	Magnolia Park
VANCHIASONG, Pouapheng	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-11-19	Burroughs High School
VAZQUEZ, Rita	Instructional Assistant-Severely Impaired	01.0-65000.0-57300-11100-2130-5480000		35-VI	D	06-03-19	07-03-19	Horace Mann Pre-School
VELASQUEZ, Jacqueline	Instructional Assistant-Primary Language Support	01.0-90201.0-11100-10000-2130-7428710		31-IV	D	06-03-19	07-03-19	McKinley Elementary
WASSUM, Maryanne	Instructional Assistant-Special Education	01.0-65000.0-57700-11100-2130-5480000		32-VI	D	06-03-19	07-03-19	Stevenson Elementary
WATTERS, Elizabeth	Instructional Assistant-Severe Behavior II	01.0-65000.0-57700-11100-2130-5480000		45-V	D	06-03-19	07-03-19	Stevenson Elementary
WHITNEY, Joanie	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-VI	D	06-03-19	07-03-19	Stevenson Elementary
WILLIAMS, Kimberley	Food Service Supervisor II	13.0-53100.0-00000-37009-2330-7498000		S-VII	D	06-03-19	07-11-19	Burroughs High School
YAEGER, Shannon	Discrete Trial Facilitator	01.0-65000.0-57500-11905-2130-5480000		40-II	D	06-03-19	07-03-19	Stevenson Elementary
YANEZ, Mariana	Behavior Interventionist	01.0-65000.0-57500-31420-2230-5480000		L-VII	D	05-27-19	06-30-19	Special Education
YBARRA, Amanda	Elementary School Aide	01.0-01500.0-47600-10000-2990-5480000		27-III	D	06-03-19	07-03-19	McKinley Elementary
ZAMUDIO, Maria	Instructional Assistant-English Language Development	01.0-90201.0-11100-10000-2130-7428710		32-VI	D	06-03-19	07-03-19	McKinley Elementary

Signature

Title: Assistant Superintendent, Human Resources Services

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 04/23/2019 & 05/06/2019

PO Number	Vendor	Description	Site	Fund	Total Amount
19000022	ULINE - Attn: ACCOUNTS RECEIVABLES	C/O 1: REDUCE BY $500.00; 2018-19 BLANKET ORDER; PRINT CENTER SUPPLIES; DISTRICT PRINT SHOP FUNDS	FACILITIES SERVICES	010	$3,000.00
19000028	US AIR CONDITIONING DISTRIBUTORS	C/O 1: INCREASE BY $1,500.00; 2018-19 BLANKET ORDER; HVAC SUPPLIES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$11,500.00
19000101	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: INCREASE BY $4,000.00; 2018-19 BLANKET ORDER "ONLINE" SCHOOL SUPPLIES	EDISON ELEMENTARY	010	$13,000.00
19000407	STAPLES BUSINESS ADVANTAGE	C/O 1: INCREASE BY $500.00; 2018-19 BLANKET ORDER; PRINT CENTER SUPPLIES	FACILITIES SERVICES	010	$1,000.00
19000480	WAXIE SANITARY SUPPLY	C/O 1: INCREASE BY $1,000.00; 2018-19 BLANKET ORDER; CUSTODIAL SUPPLIES FOR ATB SITES & MONTEREY INFANT CENTER; CHILD DEVELOPMENT FUNDS; NIPA PB CONTRACT #151148-01	CHILD DEVELOPMENT SERVICES	120	$17,000.00
19000573	WAXIE SANITARY SUPPLY	C/O 2: INCREASE BY $2,600.00 & ADD NEW ACCOUNT STRING; 2018-19 BLANKET ORDER; CUSTODIAL SUPPLIES; CHILD DEVELOPMENT FUNDS; NIPA PB CONTRACT #151148-01	HORACE MANN CHILDREN´S CENTER	010	$2,600.00
19000573	WAXIE SANITARY SUPPLY	C/O 2: INCREASE BY $2,600.00 & ADD NEW ACCOUNT STRING; 2018-19 BLANKET ORDER; CUSTODIAL SUPPLIES; CHILD DEVELOPMENT FUNDS; NIPA PB CONTRACT #151148-01	HORACE MANN CHILDREN´S CENTER	120	$13,000.00
19000666	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: INCREASE BY $700.00; 2018-19 BLANKET ORDER "ONLINE" OFFICE SUPPLIES	Student Services	010	$1,500.00
19001558	SOUTHERN CALIFORNIA PIZZA COMPANY	C/O 1: INCREASE BY $40,000.00; 2018-19 BLANKET ORDER; FOOD ITEMS FOR VARIOUS SITES; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$200,000.00
19001559	P & R PAPER SUPPLY COMPANY	C/O 1: INCREASE BY $15,000.00; 2018-19 BLANKET ORDER; CAFETERIA SUPPLIES & PAPER GOODS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP	FOOD SERVICES	130	$115,000.00
19003406	GRAYBAR	C/O 1: INCREASE BY $9.51; TECHNOLOGY SUPPLIES	MILLER ELEMENTARY	010	$44.68
19003488	FALCON CRANE SERVICE	CONTRACTED SERVICES	FACILITIES SERVICES	010	$500.00
19003549	FOUR WINDS	STUDENT TRANSPORTATION; VARIOUS TRIPS; GIFT FUNDS	MILLER ELEMENTARY	010	$2,679.00
19003550	AMAZON CAPITAL SERVICES	C/O 1: RETURN AND REPLACE ITEM; TECHNOLOGY SUPPLIES	MUIR MIDDLE SCHOOL	010	$80.55
19003660	SCHOLASTIC INC.	BOOKS; TITLE III-LEP FUNDS	JORDAN MIDDLE SCHOOL	010	$373.37
19003666	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	PROVIDENCIA ELEMENTARY	010	$1329

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 04/23/2019 & 05/06/2019

PO Number	Vendor	Description	Site	Fund	Total Amount
19003667	PALOS SPORTS	PHYSICAL EDUCATION SUPPLIES	BURBANK HIGH SCHOOL	010	$363.51
19003668	SCHOOL OUTFITTERS	FURNITURE; FILM LA AND GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,238.86
19003669	SCHOOL OUTFITTERS	CLASSROOM FURNITURE	PROVIDENCIA ELEMENTARY	010	$1,760.13
19003670	AMERICAN TECHNOLOGY SOLUTIONS, CORP.	ANNUAL SOFTWARE & MAINTENANCE FOR PROGRAM TO MANAGE 1095-C; BOARD APPROVED 6/21/18	PERSONNEL SERVICES	010	$4,821.88
19003671	S & S WORLDWIDE	PLAYGROUND SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$294.32
19003672	S & S WORLDWIDE	PLAYGROUND SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$298.34
19003673	S & S WORLDWIDE	PLAYGROUND SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$200.04
19003674	DIMENSION DATA NORTH AMERICA	TECHNOLOGY EQUIPMENT; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$1,026.88
19003675	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; MUSIC CENTER; GIFTS	EDISON ELEMENTARY	010	$348.60
19003676	FOUR WINDS	STUDENT TRANSPORTATION: DISNEYLAND; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$3,150.00
19003677	TRANSIT SYSTEMS UNLIMITED, INC	STUDENT TRANSPORTATION; LA PURISIMA MISSION STATE HISTORIC PARK; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$3,825.00
19003678	BARNES AND NOBLE INC	C/O 1: CANCEL UNDELIVERABLE ITEMS; BOOKS; TITLE III-LEP FUNDS	JORDAN MIDDLE SCHOOL	010	$81.23
19003679	BARNES AND NOBLE INC	BOOKS; TITLE III-LEP FUNDS	JORDAN MIDDLE SCHOOL	010	$169.67
19003684	HUMANSCALE CORPORATION	OFFICE FURNITURE	Student Services	010	$517.61
19003687	AMAZON CAPITAL SERVICES	BOOKS AND CLASSROOM SUPPLIES; TITLE III-LEP FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$735.14
19003688	SCHOOL SPECIALTY	CLASSROOM SUPPLIES; TITLE III-LEP FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$458.64
19003689	BAD WOLF PRESS	SITE LICENSE	STEVENSON ELEMENTARY	010	$90.00
19003690	FOUR WINDS	STUDENT TRANSPORTATION; CAL STATE NORTHRIDGE; GIFT FUNDS	STEVENSON ELEMENTARY	010	$1,339.50
19003691	FOUR WINDS	STUDENT TRANSPORTATION; GLENDALE COMMUNITY COLLEGE; COLLEGE READINESS	INSTRUCTIONAL SERVICES	010	$1,422.00
19003692	AV PARTY RENTAL INC	FURNITURE RENTAL; PTSA TESTING; COLLEGE READINESS BLOCK GRANT	BURBANK HIGH SCHOOL	010	$1,248.64
19003693	MAXIM HEALTHCARE SERVICES, INC	CONSULTANT AGREEMENT; HEALTH SERVICES; BOARD APPROVED 4/18/19	Student Services	010	$3,471.60
19003694	FAST DEER BUS CHARTER INC	STUDENT TRANSPORTATION; UNIVERSITY OF NEVADA RENO; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$4,202.25
19003695	SOUTHWINDS TRANSPORTATION	STUDENT TRANSPORTATION; ARCADIA HS; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$495.60
19003696	TEXTBOOK WAREHOUSE INC	BOOKS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
19003697	WESTERN FENCE & SUPPLY CO.	CUPCCAA FC1819-068: FENCE AND GATE RELOCATION @ MAGNOLIA PARK; ACCOUNTS RECEIVABLE FUNDS; BOARD APPROVED 2/7/19	MAGNOLIA PARK	010	$17,425.54
19003698	NJP SPORTS INC	FURNISH & INSTALL TENNIS NETS @ JBHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$763.05
19003699	CALIFORNIA GEOLOGICAL SURVEY	ASSESSMENT OF GEOLOGIC HAZARD REPORTS @ DISNEY ES; BOND FUNDS - THIRD ISSUANCE	DISNEY ELEMENTARY	213	$3,600.00
19003700	AMAZON CAPITAL SERVICES	BOOKS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$221.47
19003701	UME FEDERAL CREDIT UNION	BOOKS; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$9.12
19003702	AMAZON CAPITAL SERVICES	GRADUATION SUPPLIES	JORDAN MIDDLE SCHOOL	010	$389.92
19003703	FOUR WINDS	STUDENT TRANSPORTATION; MUSEUM OF TOLERANCE; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$5,008.50
19003704	LINE 204, LLC	EQUIPMENT RENTAL; SOUND SYSTEM FOR GRADUATION; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$8,000.00
19003705	MUSIC IS ELEMENTARY	MUSICAL INSTRUMENT REPAIR SUPPLY	INSTRUCTIONAL SERVICES	010	$42.03
19003706	MYSTERY SCIENCE INC	SOFTWARE SUBSCRIPTION RENEWAL; TITLE I FUNDS; BOARD APPROVED 6/21/18	WASHINGTON ELEMENTARY	010	$999.00
19003707	CROWN CITY BUSES, INC.	STUDENT TRANPORTATION; COLONY THEATRE; ACCOUNTS RECEIVABLE	LUTHER BURBANK MIDDLE SCHOOL	010	$522.50
19003708	PEARSON ASSESSMENT	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	$532.43
19003709	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$4,694.61
19003710	ENCORP	ENVIRONMENTAL SERVICES @ WASHINGTON, JBHS & DISTRICT OFFICE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$3,594.00
19003711	WRIGHT'S SUPPLY INC	REPLACEMENT POOL EQUIPMENT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,769.26
19003712	BARKSHIRE LASER LEVELING INC.	FC1819-069 LASER LEVELING OF BASEBALL FIELD @ JBHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$3,000.00
19003713	SUNBELT CONTROLS INC	FC1819-070 TROUBLESHOOT LGR NETWORK FOR HVAC IN AUDITORIUM @ LUTHER MS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,375.00
19003714	IZURIETA FENCE COMPANY INC	FC1819-071 REINFORCE FENCE @ WASHINGTON ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$3,950.00
19003715	ICS SERVICE CO.	FC1819-072 FURNISH AND INSTALL LOCKDOWN PULL STATIONS @ VARIOUS SITES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$6,580.40

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
19003716	SOUTHWEST SCHOOL & OFFICE SUPPLY	OFFICE FURNITURE	STEVENSON ELEMENTARY	010	$530.30
19003717	SPECIAL EDUCATION PARENT	REIMBURSEMENT TO PARENT FOR TRAVEL EXPENSES; SPECIAL EDUCATION; BOARD APPROVED 4/18/19	SPECIAL EDUCATION	010	$3,000.00
19003718	UME FEDERAL CREDIT UNION	TECHNOLOGY SUPPLIES; TITLE I FUNDS	EMERSON ELEMENTARY	010	$88.14
19003719	UME FEDERAL CREDIT UNION	PHOTO BOOTH; 5TH GRADE PROMOTION; GIFT FUNDS	EMERSON ELEMENTARY	010	$374.27
19003720	CITY OF BURBANK	FIELD TRIP ADMISSION; GIFT FUNDS	EMERSON ELEMENTARY	010	$591.50
19003721	LINE 204, LLC	FURNITURE RENTAL; GIFT FUNDS	MONTEREY HIGH SCHOOL	010	$2,266.88
19003722	SPECIAL EDUCATION PARENT	REIMBURSEMENT TO PARENT FOR TRAVEL EXPENSES; SPECIAL EDUCATION; BOARD APPROVED 2/21/19	SPECIAL EDUCATION	010	$14,400.00
19003723	COSTELLA, LIZ	REIMBURSEMENT TO PRINCIPAL FOR MEETING SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$92.86
19003724	POHLMAN, AMANDA	REIMBURSEMENT TO TEACHER FOR MEETING SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$381.21
19003725	MICHAEL J PASCOE M & J KIDS SCIENTIFIC INC	CONSULTANT AGREEMENT; FAMILY SCIENCE NIGHT; TITLE III FUNDS; BOARD APPROVED 5/2/19	MILLER ELEMENTARY	010	$2,100.00
19003726	CBFS-CAMBRIDGE BUSINESS FORMS SVCS	WAREHOUSE STOCK; CUMULATIVE FOLDERS	WAREHOUSE	010	$898.54
19003727	DURHAM SCHOOL SERVICES	STUDENT TRANSPORTATION; VARIOUS TRIPS	JOHN BURROUGHS HIGH SCHOOL	010	$7,507.26
19003728	AMTECH ELEVATOR SERVICES	NON-INSTRUCTIONAL EQUIPMENT REPAIR; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$363.00
19003729	AMTECH ELEVATOR SERVICES	FC1819-073 FURNISH AND INSTALL CHARGER ON WHEELCHAIR LIFT @ DISNEY ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$1,155.00
19003730	UME FEDERAL CREDIT UNION	FURNITURE	MONTEREY HIGH SCHOOL	010	$268.85
19003731	SERGIO ROBERTO MARTINEZ	STUDENT TRANSPORTATION; VERDUGO POOL; GIFTS	EMERSON ELEMENTARY	010	$760.00
19003732	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LAPTOPS; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$8,307.65
19003733	HP INC	COMPUTER EQUIPMENT; CHARGING CART; TITLE I FUNDS	JORDAN MIDDLE SCHOOL	010	$1,141.19
19003734	APPLE COMPUTER ED SALES	SOFTWARE LICENSES FOR DONATED COMPUTER EQUIPMENT; GIFT FUNDS	SPECIAL EDUCATION	010	$186.00
19003735	UME FEDERAL CREDIT UNION	BOOKS; ARTS FOR ALL FUNDS	WASHINGTON ELEMENTARY	010	$199.33
19003736	LAKESHORE CURRICULUM MATERIAL	CLASSROOM SUPPLIES; SUMMER SCHOOL; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$124.75
19003737	AMAZON CAPITAL SERVICES	BOOKS; TITLE III-LEP FUNDS	JORDAN MIDDLE SCHOOL	010	$175.89
19003738	BESTLINK NETWARE INC	TECHNOLOGY SUPPLIES	WASHINGTON ELEMENTARY	010	$332

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
19003739	BESTLINK NETWARE INC	TECHNOLOGY SUPPLIES	EDISON ELEMENTARY	010	$84.55

PO Count: **82** **Total:** **$522,795.16**

Printed between 04/23/2019 & 05/06/2019

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	77	$173,168.28
110	Adult Education Fund	1	$1,026.88
120	Child Development Fund	2	$30,000.00
130	Cafeteria Fund	2	$315,000.00
213	Building Fund - 3rd Issuance	1	$3,600.00
		Total:	**$522,795.16**

6/6/2019

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	
6157039	6157086		25247643	25247660	
6159267	6159270		450985	450986	
6160349	6160360		25261977	25262003	
6161596	6161649		452165	452165	
6165339	6165342		25264252	25264297	
6167032	6167065		452463	452572	
6167637	6167812		25267150	25267162	
6171338	6171341		452916	452917	
6175470	6175610		25269527	25269562	
6183285	6183316		25273368	25273391	
2412092	2412772		453720	453721	
2436419	2436543		25276535	25276548	
2465004	2465396		453927	453927	
2483970	2484647		25278925	25278976	
2502060	2502067		25281556	25281579	
2511382	2511497		454529	454529	
			25233914	25284257	

4/30/19 - 5/10/19 **$ 9,794,098.45** **4/25/19 - 5/9/19** **$ 3,388,863.93**

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:	June 6, 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: June 6, 2019

Site	Name	Purpose	Dates	Cost	Appropriation Number & Program Name
Stevenson	Jonas Basom	Jonas Basom earned a MA in Education and is a travel theater teacher, created Drama Programs in LAUSD and private schools. At Stevenson, Mr. Basom will provide training for teachers to integrate drama through all curricular areas.	11/4/19 through 11/26/19	Not to exceed $2800	010-90201.0-11100-10000-5810-2158700 (Stevenson Gift Account)
Instructional Services	Los Angeles County Office of Education (LACOE)/ Tonya Moore	Los Angeles County Office of Education (LACOE) will provide professional development to secondary teachers in the area of physical education. Teachers will lean a systematic approach to instruction that focus on student learning.	8/6/19	Not to exceed $1500	010-00010.0-11100-10000-5810-7420010 (One Time Funds)
Instructional Services	Los Angeles County Office of Education (LACOE)/ Anthony Quan	Los Angeles County Office of Education (LACOE) will provide professional development to secondary teachers in the area of Science, Technology Engineering, and Math (STEM). Teachers will be examining the 3-Curse Model for the Next Generation Science Standards. They will also be engaged in designing possible models or pathways for students to work through towards graduation.	8/6/19	Not to exceed $4,400	010-00010.0-11100-10000-5810-7420010 (One Time Funds)
Stevenson	Gustavo Garcia	Mr. Garcia is an artist, and writer with international experience exhibiting directing, curating and publishing. At Stevenson, he will provide 12 weeds of filmmaking workshops for the students in the 4th grade.	8/12/19 through 12/20/19	Not to exceed $5,700	010-90201.0-11100-10000-5810-2158700 (Stevenson 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 ___day of _____ by and between the **Burbank Unified School District**, hereinafter referred to as "District", and hereinafter referred to as "Consultant."

JONAS BASOM

Payee's Name (Person or Company) Social Security or Federal I.D. # Daytime Phone Number

Mailing Address: _____

Sponsoring Administrator: Christina Desiderio

June 6, 2018 Print Name Title Principal

Board Approval Date: Account Code: 010-90201 0-11100-10000-58102158700

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ ___/___ per day ☐ / per day x / per session ☐ for a total not to exceed $_ 2,800.00
2. The term of the Agreement shall be the period commencing on 11-4-19 and terminating on. 11-26-19
3. Consultant will provide the following services:

   Training Teachers to Integrate drama into all curricular areas

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

Fiscal Services Administrator Date

Consultant 5-8-19

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

5-23-19

LACOE Scope of Work
Burbank Unified School District Proposal 2019-2020

The Physical Education and Health Division of Curriculum and Instructional Services provide professional development to teachers, paraprofessionals and administrators. This professional development proposal was created to support the LEA's efforts in meeting the needs of learners in the area of physical education and Health.

Standards-Based Physical Education Professional Development
Date/times:
August 6, 2019, 8:00am-3:00pm
Location:
TBD by Burbank USD
Description:
This training targets secondary teachers in physical education. Physical education standards describe what students are expected to know and do at a specific stage of their education. Having knowledge of the standards is imperative for anyone who teaches physical education. Participants will learn a systematic approach to instruction that focuses on student learning. The training will allow teachers the ability to unpack standards and grade level outcomes to plan learning sequence and lessons. Teachers will receive instructional activities that are aligned to physical education standards. All participants will receive a copy of the *Physical Education Model Content Standards for California Public Schools.*

Cost:
$1,500.00
TOTAL: $1,500.00 will be invoiced to the district for a projected attendance of 60 teachers on training day. This contract amount will not exceed $1,500.00.

Burbank Unified School District contact:
Sharon Cuseo, Assistant Superintendent of Curriculum and Assessment
- email: SharonCuseo@burbankusd.org
- phone: (818)729-4455
- address: 1900 W. Olive Ave., Burbank, CA 91506

The Physical Education and Health unit of Curriculum and Instructional Services Division of the Los Angeles County Office of Education is not responsible for costs associated with in-district training: facility costs, and refreshments. This can be amended for additional teachers/costs.

Prepared by Tonya Moore, Consultant II, 562-922-8629, moore_tonya@lacoe.edu

Signature of Approval by Requestor for this Scope of Work

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 7th of June, 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Tonya Moore, LA County Office of Education hereinafter referred to as "Consultant."

Payee's Name LA County Office of Education Daytime Phone Number 562-401-5486 Email Address: Moore_Tonya@lacoe.edu

Mailing Address: 9300 Imperial Highway, ECW 3142, Downey, CA 90242

Sponsoring Administrator: Sharon Cuseo

Board Approval: June 6, 2019

Account Code: 01.0-00010.0-11100-10000-5810-7420010 (One Time)

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 $ 1,500.00 per hour☐/ per day ☐/ per session☒ for a total not to exceed $1,500.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on August 6, 2019 and terminating on August 7, 2019.
3. Payment Terms: One time payment of $1,500.00 after August 7, 2019.
4. Consultant will provide the following services:

   Ms. Moore will provide professional development to secondary teachers in the area of Physical Education.

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 6-7-19
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

Los Angeles County Office of Education
Science Technology Engineering Math (STEM) Unit
2019-2020

Scope of Work for Burbank Unified School District

The Science Technology Engineering Math (STEM) Unit provides professional development to teachers and administrators.

DESCRIPTION OF PROFESSIONAL LEARNINGS

HIGH SCHOOL NGSS PATHWAYS

Description: The Next Generation Science Standards (NGSS) approved by the California State Board of Education is the next step towards improving science education access for all students. Participants will be engaged in examining the 3-Course Model with assistance from the Ca. State Science Framework. Participants will also be engaged in designing possible models or pathways that students will work through towards graduation, including transition from Middle school to High School.

Participants will gain knowledge and experience the following:

- Discussion of the High School Pathways using the Ca. State Science Framework
  - Understand the difference between the Middle School Integrated and High School Embedded
  - Discuss the pros and cons of 3-Course, 4-Course, and Conceptual Integrated Model
- Discussion of Instructional Materials for High School
  - Discuss how to teach without a new adoption
  - Discuss the NGSS Toolkit for Instructional Materials Evaluation (TIME) created by the State NGSS Collaborative
- Attempt to come to Consensus regarding Pathway Choice

Materials will include: Handouts, NGSS Standards, NGSS Appendix

Date: August 6, 2019
Location: Burbank USD, Location TBD

Time: 8am-3pm
Participants: Middle School (6th-8th Grade) and High School participants who did not attend the 2018 Summer Institute

Facilitated by LACOE's STEM Consultant	**No Charge**
$80/person for 55 participants (including 1 Admin and Teacher Leaders)	**$4400**
	FINAL: $4400

The STEM unit is not responsible for costs associated with in-district training: i.e. facility costs, and refreshments.

This scope of work can be modified and extended at anytime.

Prepared by Anthony Quan, Consultant III, STEM Unit for Sharon Cuseo (sharoncuseo@burbankusd.org), Asst. Supt, Instructional Services, Burbank USD, 818-729-4455, created on May 2, 2019.

Signature of Approval by Requestor or Designated Signer for this Scope of Work Date

BURBANK UNIFIED SCHOOL DISTRICT

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AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 7th of June, 2019 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Anthony Quan, LA County Office of Education hereinafter referred to as "Consultant."

Payee's Name LA County Office of Education Daytime Phone Number 562-401-5486 Email Address: Quan_Anthony@lacoe.edu

Mailing Address: 9300 Imperial Highway, ECW 3142, Downey, CA 90242

Sponsoring Administrator: Sharon Cuseo

Board Approval: June 6, 2019

Account Code: 01.0-00010.0-11100-10000-5810-7420010 (One Time)

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 $ 80 per hour☐/ per day ☐/ per participant ☒ for a total not to exceed $4,400.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on August 6, 2019 and terminating on August 7, 2019.
3. Payment Terms: One time payment not to exceed $4,400.00 after August 7, 2019.
4. Consultant will provide the following services:

   Mr. Quan will provide professional development to secondary teachers in the area of Science, Technology, Engineering, and Mathematics

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 6-7-19
Fiscal Services Administrator Date

Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

BURBANK UNIFIED SCHOOL DISTRICT

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AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this __day of ____ by and between the **Burbank Unified School District**, hereinafter referred to as "District", and hereinafter referred to as "Consultant."

GUSTAVO ALBERTO GARCIA
Payee's Name (Person or Company) Social Security or Federal I.D. # Daytime Phone Number

Mailing Address:

Sponsoring Administrator: Christina Desiderio
Print Name

June 6, 2019 Title Principal
Board Approval Date: Account Code: 010-9029.0-11100-10000-5810-2158700

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 5,700 total ~~per day~~ ☐ / per day x / per session ☐ for a total not to exceed $ _
2. The term of the Agreement shall be the period commencing on Aug 19, 2019 and terminating on Dec 16, 2019
3. Consultant will provide the following services:
   12 week filmmaking workshops for 4th grade
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
Fiscal Services Administrator Date

Consultant 5/20/2019
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

PROFILE: Gustavo Alberto Garcia Vaca

Gustavo was born in Los Angeles, California of immigrant parents from Colombia. He received his Bachelor of Arts degree from Hampshire College in Amherst, Massachusetts and a Certificate from the Harvard Graduate School of Education in Cambridge, Massachusetts.

Gustavo's work spans across various disciplines - painting, speculative fiction, digital, film, photography, poetry, public art installations, fashion, comics and music. Throughout Gustavo's work, he explores metaphysical/spiritual dimensions, bridging Native American, Eastern and Western ideologies. His work incorporates both abstract and figurative methodologies, seeking to express the infinite realms of perception. In his abstract works, he seeks out the universality of emotion and the power of creativity itself. In his figurative works, he appropriates mainstream pop culture characters and world mythology elements, remixing them to unlock new connections and to critique the commodification of imagination.

Gustavo also incorporates Jazz idioms in his work, informed by his projects with the legacy and family of Nat King Cole, as well as the Alice and John Coltrane Foundation. Through his art group Unification Theory, formed with Parliament-Funkadelic visualist Overton Loyd and graffiti artist extraordinaire Man One, Gustavo fuses abstraction with street art and the philosophies of the Funk. His work with Detroit Techno producer/artist Jeff Mills builds new possibilities for the future. His artwork has been presented at the Museum of Contemporary Art, Los Angeles [MOCA], the Los Angeles County Museum of Art [LACMA], the Mori Museum/Mado Lounge in Tokyo, the Institute of Contemporary Arts [ICA] in London and the Centre Pompidou in Paris. Gustavo's visual art has been included in thematic exhibitions including "Artists Assemble" comicbook-themed art exhibition at the Museum of Latin American Art in Long Beach, "A League Supreme" Jazz-inspired art exhibition at the William Grant Still Arts Center and "Yo! What Happened to Peace?" anti-war/pro-peace art exhibition at Parco Museum in Tokyo; as well as directing/curating "The Mothership Returns" Parliament-Funkadelic tribute art exhibition at NOS in Tokyo, "Coming Soon" imaginary film poster exhibition at Meltdown Gallery and "Undocumented Ground" Los Angeles photography exhibition at Crewest Gallery. Gustavo's work spans across applications, appearing on T-shirts released by BEAMS T, ABAHOUSE/GasAslf and SOPHNET. in Japan; on Be@rbrick toys released by Medicom Toy Corporation; and on record covers for record labels including Jeff Mills' Detroit Techno record label Axis Records and Francois K's Deep Space Dub record label.

With his writing, Gustavo constructs mysterious, labyrinthine pathways. His writings have been published in literary journals including the Mississippi Review, Rattle, Strange Horizons and the Bilingual Review, as well as poetry anthologies. His writings eschew realistic interpretation in favor of reaching towards other states of consciousness. He has created the short story and art anthologies *Interstellar Transmissions, The Hidden Infinities* and *The Multiple Entrance.* His comics with creator Kenny Keil act as social commentaries on the American media/entertainment industry that threatens to define/confine self-expression, race and identity. "Infinite Libraries", his award-winning text-based print series created with art director/graphic designer Hideki Nakajima, is in various public collections including the Bibliotheque Nationale de France in Paris.

As an Educator and Community Leader, Gustavo develops and directs community-based art projects, creating positive, collaborative environments that engage diverse communities of all ages/economic backgrounds to expand communication/work/life skills. He has created art-making workshops, classes, curriculum and community-based public art installations and exhibitions for LACMA, MOCA, MOLAA, USC Pacific Asia Museum, the Skirball Cultural Center and the California African American Museum. Along with his wife Alma Villegas, Gustavo has established chamanvision, an arts studio that produces art books, directs/curates art/music exhibitions/events nationally and internationally, and whose clients include Apple Computer Inc., Capitol Records, Disney, Union Bank and Warner Bros.

Through this expansive multidisciplinary approach, Gustavo has created an artistic practice that is cross-cultural and global in scope. Gustavo's website is www.chamanvision.com

Gustavo Alberto Garcia Vaca **Multidisciplinary Artist/Writer** **www.chamanvision.com**
gustavo@chamanvision.com

Profile:
Multidisciplinary artist/writer with international experience exhibiting, directing/curating and publishing.
Educator with experience teaching adults, college students and secondary/primary school students.
Community leader and creator of community-based art installations and exhibitions.
Creative Director of art studio with clients including Apple Computer Inc., Disney, Union Bank and Warner Bros.
Art/Teaching philosophy is to develop and create positive, collaborative creative environments that engage diverse communities of all ages/economic backgrounds, expanding communication/work/life skills.

Education:
Harvard Graduate School of Education, Cambridge, MA. Certificate in Poetry/Education, 2017
Hampshire College, Amherst, MA. BA in Writing/Theatre/Film, 1993
American Film Institute, Los Angeles, CA. Filmmaking internships, 1990
Don Bosco Technical Institute, Rosemead, CA. AS in Electronics/Computer Technology, 1989

Teaching:
LACMA - Teaching Artist in Education Department/create curriculum/conduct workshops. 2010 to Present
MOCA Los Angeles, Craft and Folk Art Museum, California African American Museum, Skirball Cultural Center, USC Pacific Asia Museum, MOLAA. Los Angeles Unified School District, Compton Unified School District, Claremont Unified School District - Teaching Artist/create curriculum/conduct workshops. 2008 to Present
UCLA Graduate School of Architecture and Urban Design, Aoyama Gakuin University, Carver Middle School, Hampshire College, FIDM, artworxLA - Visiting Artist/Lecturer. 1998 to Present

Selected Solo Art Exhibitions/Projects:
2017 Momentary, LACMA, Los Angeles, CA
2016 Codex Mysterium, LACMA, Los Angeles, CA
2015 Warriors of the Five Elements, LACMA, Los Angeles, CA
2014 Painting with Light, LACMA, Los Angeles, CA
2013 Jupiter Window, LACMA, Los Angeles, CA
2012 Spirit-Animals of Gondwana, LACMA, Los Angeles, CA
2011 Milestones, Sunday Studio, MOCA, Los Angeles, CA
2010 Shadows and Prisms, NOS Ebisu, Tokyo, Japan
2009 Fathomless Dreams, loopline, Tokyo, Japan
2007 Fusion, Mori Museum Mado Lounge, Tokyo, Japan
2005 Interstellar Transmissions: Return to Pangaea, Disk Union, Tokyo, Japan
2004 Interstellar Transmissions: Language of the Universe, Disk Union, Tokyo, Japan
2003 Interstellar Transmissions, Disk Union, Tokyo, Japan

Selected Group Art Exhibitions/Projects:
2017 The Mothership Returns, NOS Shibuya, Tokyo, Japan and Meltdown Gallery, Los Angeles, CA [curator]
2016 Artists Assemble, Museum of Latin American Art, Long Beach, CA
2015 A League Supreme, William Grant Still Arts Center, Los Angeles, CA
2014 Music in Our Paint, Britweek L.A.
2013 Coming Soon, Meltdown Gallery, Los Angeles, CA [curator]
2012 Comic-Con International, WonderCon, L.A. ZineFest, DesignerCon art/book festivals [yearly]
2011 Tokyo Graphic Passport, Centre Pompidou, Paris, France
2010 Edition One Art Print Fair, LACMA, Los Angeles, CA
2009 Vibrant Visions - dublab 10th Anniversary, Continental Gallery, Los Angeles, CA
2008 Angel City Jazz Festival, Barnsdall Art Park, Los Angeles, CA
2007 Sonic Visuals, Metroplex Room, Submerge, Detroit, MI [curator]

L.A. Art, Tower Records Shibuya, Tokyo, Japan [curator]
2006 The Dream Scene, A+D Museum, Los Angeles, CA
2005 Yo! What Happened to Peace?, Parco Museum, Tokyo, Japan and world tour
2004 Undocumented Ground, Crewest Gallery, Los Angeles, CA [curator]
Evening of Jazz featuring Alice Coltrane, El Rey Theatre, Los Angeles, CA
2003 Up Our Sleeve, Rocket Gallery, Tokyo, Japan and world tour
2002 Night of 1,000 Drawings, Artists Space, New York, NY
2001 digital d.u.m.b.o., M3 Projects, Brooklyn, NY
2000 Exposure at Zero Hour, Self Help Graphics/Galeria Otra Vez, Los Angeles, CA

Public Art Projects:
Manual Arts High School [murals], Los Angeles, CA
Oakland Museum [temporary mural], Oakland, CA
Dr. George Washington Carver Middle School [murals], Los Angeles, CA
Inglewood Cultural Arts [temporary installation], Inglewood, CA
La Ofrenda/The Offering [temporary web project], Open Studio / Freewaves, Los Angeles, CA
Into Infinity [free art/music app], dublab with Appliya Studio and Creative Commons Japan

Films:
X102 Rediscovers the Rings of Saturn - art/epilogue, screened at Institute of Contemporary Art, London, UK
Where Light Ends - script/art, screened at the National Museum of Emerging Science and Innovation, Japan
Submerge Live - art, screened at Metamorphose Music Festival, Izu City, Japan [and DVD]

Selected Publications [writing]:
Aoharu/Young Jump manga magazine
AZURE literary journal
The Bilingual Review literary journal
Critical Multicultural Conversations book
The Mississippi Review literary journal
Rattle literary journal
Rhyme Travelers comic book
Strange Horizons online literary journal
Wax Poetics Japan music/culture magazine

Selected Publications [art]:
Beyond Fibers: The Advanced Science and Technology in the Fiber World
Fotoseptiembre
Graffiti World: Street Art From Five Continents
The Hidden Infinities
Interstellar Transmissions
The Multiple Entrance
Tokyo Graphic Passport
Typography 30

Record Label Artwork: Axis Records, Capitol Records, Creative Source Records, Deep Space Media, Los Hermanos Records, Metroplex Records, Plug Research, RAM Records, TKG Music, Underground Resistance

Feature Film Production: production assistant on films - *From Dusk Till Dawn, The Disappearance of Garcia Lorca, Selena, The Mask of Zorro*

Concept Art: Clients include - Apple Computer Inc., Disney, Nissan/Infiniti, Paramount, Warner Bros.

Design/Art: Clients include - Capitol Records, Los Angeles Times, Nederlander Concerts, Union Bank, Wikia

T-Shirt Artwork: Fashion brands include - ABAHOUSE/GasAslf, Beams T, SOPHNET., underground gallery

Toy: Secret Be@rbrick in Series 17, created by Medicom Toy Corporation

Press: Art In America, BET, CBS, The CW, GOOD Magazine, The Japan Times, La Opinion, Los Angeles Times, PBS, Relax, Straight No Chaser, Univision, Wax Poetics Japan

Permanent Collections: Bibliotheque Nationale de France, Paris; Museum fur Gestaltung, Zurich

Burbank Unified School District
Business Services

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:	June 6, 2019
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

Special Education is required to provide transportation to students per their Individual Educational Program (IEP).

Discussion/Issues:

A new student in an electric wheelchair requires transportation to and from school. Care Van, Inc. has a special lift for electric wheelchairs. There are currently no other students receiving transportation to the school, therefore we are not able to utilize First Student services at a reasonable rate.

Fiscal Impact:

~~Not to exceed $10,000.~~ Not to exceed $14,500.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend the agreement between the Burbank Unified School District and Care Van, Inc. for transportation services for Special Education Students on an as needed basis, effective July 01, 2018, through June 30, 2019, not to exceed $14,500 (01.0-07240.0-50010-36000-5812-7440000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Board approval date was June 7, 2018, not to exceed $10,000. This amendment adds $4,500 to the original contract.

TRANSPORTATION AGREEMENT

THIS AGREEMENT entered into on the 1st day of July 2018 by and between the Burbank Unified School District of Los Angeles County, hereinafter referred to as the "District" and Care Van Inc., hereinafter referred to as the "Contractor".

WITNESSETH

That the parties hereto have mutually consented and agreed, for and in consideration of the payments to be made as herein set forth, as follows:

1. SCOPE OF WORK

The Contractor shall provide transportation services for special education students of the Burbank Unified School District on an "as needed" basis.

2. PAYMENT/TERM

This contract shall be effective from July 1, 2018, through June 30, 2019, and shall be written for an amount not to exceed ~~Ten Thousand Dollars ($10,000.00)~~ Fourteen Thousand Five Hundred Dollars ($14,500).

3. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the Board of Education of the Burbank Unified School District.

4. DEFAULT BY CONTRACTOR

If, in the opinion of the Board of Education, the Contractor at any time during the period of this contract, persistently fails to perform satisfactorily the service called for under the contract, or persistently fails to furnish safe and satisfactory equipment or personnel satisfactory to the District representative to operate the equipment or fails to furnish evidence of insurance as required or otherwise fails or neglects to comply with the terms of the contract, the District shall notify the contractor in writing of said failure to perform satisfactorily the work called for, and if the failure shall continue to prevail the District may, without further notice or demand, make arrangements elsewhere for the service or any part thereof and hold the Contractor responsible and liable for damages which may be sustained by the District thereby.

5. FORCE MAJEURE CLAUSES

The parties to the contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining or performing the service by act of God, fire, strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

There shall be no obligation on the District to accept or pay for the services herein agreed to be furnished by the Contractor, on those days when, by direction of the Superintendent of the Burbank Unified School District or by order of the Burbank Board of Education, the schools of the District are closed to insure the health or safety of the pupils or for any other lawful reason.

6. DISTRICT NOT LIABLE FOR INJURIES OR DAMAGE TO PROPERTY

The District, the Board of Education of the District, and other school authorities, shall not be liable for injury to any person or persons, or for damage to any property owned by the Contractor or owned by others, arising in any manner whatever out of such transportation furnished by the Contractor.

7. HOLD HARMLESS CLAUSES

The Contractor shall hold harmless and indemnify the District, the Burbank Board of Education, its

8. **INSURANCE REQUIREMENTS**

The Contractor shall maintain insurance satisfactory to the District and as set forth below, during the contract period and shall furnish evidence thereof to Purchasing Services not less than 15 calendar days before new or renewed coverage is required, of each policy on liability coverage, and a Certificate of Insurance on the liability and Workers' Compensation coverage. The certificate shall:

a. Be issued to Purchasing Services, Burbank Board of Education, 1900 West Olive Avenue, Burbank, California 91506-2460. The endorsement must be mailed directly from the insurance company to the Burbank Unified School District with an original signature.

b. Include a 30-day Cancellation Clause guaranteeing that Purchasing Services will be notified of any cancellation of, or change in, the policy.

Public Liability Insurance. The Contractor shall maintain such Public Liability Insurance as will protect him from any claims for damages or personal liability injury including death, and damage to property, which may arise from operations under the contract. Such liability insurance shall:

c. Be maintained in the following Minimum Limits per occurrence:

Bodily Injury	$500,000/1,000,000
Property Damage	$500,000

d. Be extended to include as Additional Insured: The Burbank Unified School District and the Burbank Board of Education.

e. Be issued by insurance carriers satisfactory to the District with not less than the first $500,000 of bodily injury coverage and not less than the first $500,000 of property damage in a company or companies admitted to transact the business of insurance in California. All admitted carriers shall have a rating of not less than B+AAAA by the latest edition of Best's Insurance Guide.

Workers' Compensation Insurance. That Contractor shall maintain such insurance as will protect him from claims under Workers' Compensation Insurance Acts which may arise from operations under the contract.

9. **PERMITS, LICENSES, LAWS AND REGULATIONS.**

The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law for furnishing the service herein listed; and shall comply with and observe all provisions of the California Vehicle Code, the State Board of Education of California, any other governmental agency, and the Board of Education of the Burbank Unified School District relating to the transportation of pupils. The contractor shall fill out and return Attachment A, contractor certification form, pursuant to education code section 45125.1.

10. **CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT**

While engaged in carrying out and complying with the terms and conditions of the contract, the Contractor is an independent contractor and not an officer, employee or agent of the District.

11. **DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY:**

All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

IN WITNESS WHEREOF, the said Board of Education of Burbank Unified School District has caused this agreement to be by its duly authorized officer, in its behalf, and the said Contractor has signed this Agreement the day and year first above written.

CARE VAN INC.

BURBANK UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY, CALIFORNIA

ATTACHMENT A – CONTRACTOR CERTIFICATION FORM

CERTIFICATION PURSUANT TO EDUCATION CODE SECTION 45125.1

The District has determined under Education Code Section 45125.1, subdivision (c), that in performing the services to this contract, Contractor's employees may have contact with pupils. As required under Education Code Section 45125.1, subdivision (a), Contract shall require their employees, including the employees, who will provide services pursuant to this contract to submit their fingerprints in a manner authorized by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code Section 45122.1.

Contract shall not permit any employee to perform services that may come in contact with pupils under this contract until the Department of Justice has determined that the employee has not been convicted of a felony or has criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the District that all of its employees who may come in contact with pupils have not been convicted of or have criminal charges pending for a felony, as defined in Education Code Section 45122.1

Contractor shall defend, indemnify, protect and hold the District and its agents, officers and employees harmless from and against any an all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by Contractor's failure to comply with all of the requirements contained in Education Code Section 45125.1, including, but not limited to, the requirements prohibiting Contractor from using employees who may have contact with pupils who have been convicted or have charges pending for a felony in Education Code Section 45122.1.

It is understood that by signing this document the Contractor agrees that they are in compliance with Education Code Section 45122.1

Dated: 5/23/2019

Signature: _____

Printed Name & Title: Betty Ann Honda, Corp. Secretary

Company: CARE VAN INCORPORATED

CARE VAN INC.
TRANSPORTATION SERVICES
1047 [illegible] STREET
GLENDALE, CA 91201

ATTACHMENT B – TUBERCULOSIS TEST CLEARANCE

In accordance with provisions of Section 49406 of the Education Code, Sections 3450 and 3451 of the Health & Safety Code, Sections 5163 and 5163.1 of the Public Resources Code, and Burbank Unified School District Board Policy and Administrative Regulations, all drivers transporting pupils are required as a condition of the contract to be examined for active tuberculosis at least once every four years for as long as the employee's test remains negative.

It is understood that by signing this document the Contractor agrees that they are in compliance with this requirement.

Dated: 5/23/2019

Signature: [signature]

Printed Name & Title: Betty Ann Honda, Corp. Secretary

Company: Care Van Incorporated

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:	June 6, 2019
SUBJECT:	Ratification for Agreement for Professional Services (Special Education)

Background:
The Board of Education is being asked to ratify the agreement for professional services for a school psychologist to provide school psychological services.

Discussion/Issues:
The District had contracted with an outside psychologist to support Burbank students needing psycho-educational assessment due to an excessive number of assessment timelines that could not be met with District staff alone.

Fiscal Impact:
No to exceed $1,084.64.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Aline K. Chakerian, to provide written reports for special education students, not to exceed $1,084.64 (01.0-65000.0-50010-36000-5813-7440000), effective March 1, 2019 through March 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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 7th day of June 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Aline K. Chakerian hereinafter referred to as "Consultant."

Payee's Name Aline K. Chakerian Daytime Phone Number [redacted] Email Address [redacted]

Mailing Address: [redacted]

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 06/06/2019

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 $ 67.79 per hour▪/ per day ☐/ per session ▪ for a total not to exceed $ 1,084.64 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 03/01/2019 and terminating on 03/30/2019.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Provide written reports for students who received psychological services.

6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director, Special Education Date

Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 6, 2019
SUBJECT:	Action on Final Settlement Agreement (Special Education)

Background:
The Board of Education is being asked to approve the Final Settlement Agreement for the Special Education Student 130002827 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 130002827 concerning services and/or school placement, a formal settlement agreement was offered on May 6, 2019 to the Parent. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parent, without admitting any liability.

Fiscal Impact:
There is no expense to District.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 130002827, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective June 7, 2019 through May 21, 2020, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 7th day of June 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Therapy In Action hereinafter referred to as "Consultant."

Therapy In Action [redacted] [redacted]
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: [redacted] [redacted] [redacted] [redacted]
City State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval Date: 06/06/2019 Account Code: 01.0-6500.0-57700-11900-5850-7440000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 160 per hour ☒ / per day ☐ / per session ☒ for a total not to exceed $5,045
2. The term of the Agreement shall be the period commencing on 05/24/19 and terminating on 12/23/19.
3. Consultant will provide the following services:

   Consultant will provide Student 960005271 with Occupational Therapy for a total of 25 sessions at 60 minutes each.

4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will submit invoices on a monthly basis and will be paid after the invoice has been processed.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date

Consultant Date

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:	June 6, 2019
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services to provide speech and language services for the Special Education Student 960022506, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District agreed to provide these contracted speech and language services via a confidential settlement agreement.

Fiscal Impact:

Not to exceed $1,400

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education to ratify the agreement between Burbank Unified School District and Sharon Hensel-Cohen, M.S., C.C.C. Associates, to provide speech and language support for Special Education Student 960022506, not to exceed $1,400 (01.0-65000.0-50010-36000-5813-7440000), effective May 29, 2019 through December 31, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: Services are required to start immediately upon signed settlement agreement.

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May 2019 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Sharon Hensel-Cohen M.S., C.C.C. Associates hereinafter referred to as "Consultant."

Payee's Name Sharon Hensel-Cohen M.S., C.C.C. Associates Daytime Phone Number [redacted]
Email Address: [redacted]

Mailing Address: [redacted]
City State Zip

Sponsoring Administrator: _____
Matt Hill Superintendent Date

Board Approval: 05/16/2019

Account Code: 01.0-65000.0-57700-11901-5850-7440000

The assignment ☐ **will** or ▪ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance.**
Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 175 per hour▪/ per day ☐/ per session☐ for a total not to exceed $ 1,400 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 05/29/19 and terminating on 12/30/19.
3. Payment Terms: Net 45 Days
4. Consultant will provide the following services:

   Consultant will provide no more than 8 hours of speech and language services for Student 960022506.
   Consultant will provide protocols to the District if needed for due process**

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 Schiem, Director of Special Education Date

Consultant 5/24/19 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.

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Terri Harvey, Purchasing Technician
SUBMITTED BY:	Terri Harvey, Purchasing Technician
DATE:	June 6, 2019
SUBJECT:	Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies

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Background:
The Special Education Department requests the following master blanket purchase order be approved by the Board of Education to cover the Nonpublic Schools (NPS) and Nonpublic Agencies (NPA) listed below.

Discussion/Issues:
In order to expedite payments to Nonpublic Schools (NPS)/Nonpublic Agencies (NPA), it was decided that it would be more efficient to create a blanket purchase order to cover expenses for a one-year period rather than bringing individual requests to every Board meeting for specific schools and students.

The implementation of this procedure will not diminish the District's internal accounting controls. Each invoice will undergo the same audit procedure which verifies attendance and billing rates, and require the same documentation in order to issue payment to the NPS/NPA. The required documentation includes a master contract with the NPS/NPA, an ISA approving detailed services to each student, and an audited and authorized invoice.

The District has agreements for special education services to be provided by the attached list of Nonpublic Schools (NPS)/Nonpublic Agencies (NPA) for the months of July 2019 through June 2020.

Fiscal Impact:
Estimated costs for the attached list of NPS/NPA for July 2019 through June 2020: $3,537,738.00

Recommendation:
Tamara Schiern, Director of Special Education, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2019 through June 30, 2020, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
Advance Medical Personnel Services, Inc.	PS248
Ardor Health Solutions, Inc.	PS235
Assignment America dba Medical Staffing Network (previously Advantage On-Call)	PS162
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
B.I.G. Solutions,LLC	PS247
Bayes Achievement Center	PS232
Behavior and Education, Inc.	PS229
Behavioral Education for Children with Autism, LLC	PS209
Behavioral Learning Center, Inc.	PS218
Center for Autism and Related Disorders - Woodland	PS206
Center for Autism Spectrum Treatment, Inc.	PS215
Center for Developing Kids	PS060
Center for Vision Development Optometry, Inc.	PS201
Child Counseling & Behavior Therapy Clinic, Inc	PS199
CompHealth Medical	PS252
Copper Hills Youth Center	PS208
Devereux Advanced Behavioral Health Georgia	PS250
Devereux Cleo Wallace	PS219
EdTheory	PS242
Educational Based Services (EBS Healthcare)	PS251
Elliott Institute	PS210
Familias First	PS116
Five Acres Theraputic School	PS117
Foundation for Communication	PS207
Frostig Center	PS202
Glendale Adventist Medical Center/Pediatric Therapy Center	PS053
Goodwill Industries of Orance County, CA DBA Assistive Technology Exchange Center	PS096
Hathaway-Sycamores	PS030
Heartspring School	PS227
HELP Group	PS013
Heritage Schools, Inc.	PS070
Hillside School and Learning Center	PS029
Hillsides Education Center	PS088
Holding Hands Pediatric Therapy & Diagnostics	PS120
Institute for Applied Behavior Analysis	PS111
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Invo HealthCare Associates, LLC	PS217
Irwin Lehrhoff, Phd.D. and Associates	PS100
Lindamood-Bell Learning Processes	PS198
Logan River Academy, LLC	PS228
Lovaas Institute for Early Intervention PS165	PS165
Maxim Healthcare Services	PS230
McRory Pediatric Services, Inc.	PS239
My Therapy Company	PS214
Mya Borna Inc., dba Therapy Lounge Center	PS246
New Mediscan II, LLC	PS222
Northpoint School - Child & Family Guidance Center	PS203
Oak Grove Center - Jack Weaver School	PS036
Pacific Child & Family Associates	PS140
Pioneer Healthcare Services	PS200
Point Quest Pediatric Therapies, LLC	PS224
Pristine Rehab Care	PS212
Professional Placement Resources, LLC. (PPR)	PS189
Professional Tutors of America, Inc.	PS216

Protocol Agency	PS244
Provo Canyon School, Inc.	PS241
Real Connections Child Development Institute	PS245
Ro Health Services	PS240
Rosemary Johnson & Associates Clinic, Inc.	PS223
S.T.A.R. Academy	PS226
Soliant Health	PS220
South Bay High School - Stars Behavioral Health Group	PS205
Speech and Language Development Center	PS204
Speech, Language and Education Associates	PS104
Speechcom, Inc.	PS243
Staff Assistance, Inc. dba Assisted Healthcare Services	PS195
Staffrehab	PS233
Sunbelt Staffing, LLC	PS213
Therapists Unlimited	PS231
Therapy in Action	PS234
Therapy Staff, LLC	PS249
Therapy Travelers	PS238
Tierra del Sol Foundation	PS225
Tobinworld	PS031
Total Education Solutions	PS236
Valley High School & Learning Center DBA Dubnoff School	PS004
Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education
PREPARED BY:	Terri Harvey, Purchasing Technician
SUBMITTED BY:	Terri Harvey, Purchasing Technician
DATE:	June 6, 2019
SUBJECT:	Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies

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Background:

The Special Education Department requests the following Master Contracts for the 2019-20 school year be approved by the Board of Education.

Discussion/Issues:

The attachment is a list of SELPA approved Master Contracts for special education services to be provided by Nonpublic Schools (NPS's) and Nonpublic Agencies (NPA's).

Fiscal Impact:

Costs are covered under the blanket order for service agreements for Nonpublic, Nonsectarian Schools and Agencies, presented to the Board of Education on June 6, 2019.

Recommendation:

Tamara Schiern, Director of Special Education, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian school and agencies (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11801-5810-7440000), effective July 1, 2019 through June 30, 2020, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
Advance Medical Personnel Services, Inc.	PS248
Ardor Health Solutions, Inc.	PS235
Assignment America dba Medical Staffing Network (previously Advantage On-Call)	PS162
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
B.I.G. Solutions,LLC	PS247
Bayes Achievement Center	PS232
Behavior and Education, Inc.	PS229
Behavioral Education for Children with Autism, LLC	PS209
Behavioral Learning Center, Inc.	PS218
Center for Autism and Related Disorders - Woodland	PS206
Center for Autism Spectrum Treatment, Inc.	PS215
Center for Developing Kids	PS060
Center for Vision Development Optometry, Inc.	PS201
Child Counseling & Behavior Therapy Clinic, Inc	PS199
CompHealth Medical	PS252
Copper Hills Youth Center	PS208
Devereux Advanced Behavioral Health Georgia	PS250
Devereux Cleo Wallace	PS219
EdTheory	PS242
Educational Based Services (EBS Healthcare)	PS251
Elliott Institute	PS210
Familias First	PS116
Five Acres Theraputic School	PS117
Foundation for Communication	PS207
Frostig Center	PS202
Glendale Adventist Medical Center/Pediatric Therapy Center	PS053
Goodwill Industries of Orance County, CA DBA Assistive Technology Exchange Center	PS096
Hathaway-Sycamores	PS030
Heartspring School	PS227
HELP Group	PS013
Heritage Schools, Inc.	PS070
Hillside School and Learning Center	PS029
Hillsides Education Center	PS088
Holding Hands Pediatric Therapy & Diagnostics	PS120
Institute for Applied Behavior Analysis	PS111
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Invo HealthCare Associates, LLC	PS217
Irwin Lehrhoff, Phd.D. and Associates	PS100
Lindamood-Bell Learning Processes	PS198
Logan River Academy, LLC	PS228
Lovaas Institute for Early Intervention PS165	PS165
Maxim Healthcare Services	PS230
McRory Pediatric Services, Inc.	PS239
My Therapy Company	PS214
Mya Borna Inc., dba Therapy Lounge Center	PS246
New Mediscan II, LLC	PS222
Northpoint School - Child & Family Guidance Center	PS203
Oak Grove Center - Jack Weaver School	PS036
Pacific Child & Family Associates	PS140
Pioneer Healthcare Services	PS200
Point Quest Pediatric Therapies, LLC	PS224
Pristine Rehab Care	PS212
Professional Placement Resources, LLC. (PPR)	PS189
Professional Tutors of America, Inc.	PS216

Protocol Agency	PS244
Provo Canyon School, Inc.	PS241
Real Connections Child Development Institute	PS245
Ro Health Services	PS240
Rosemary Johnson & Associates Clinic, Inc.	PS223
S.T.A.R. Academy	PS226
Soliant Health	PS220
South Bay High School - Stars Behavioral Health Group	PS205
Speech and Language Development Center	PS204
Speech, Language and Education Associates	PS104
Speechcom, Inc.	PS243
Staff Assistance, Inc. dba Assisted Healthcare Services	PS195
Staffrehab	PS233
Sunbelt Staffing, LLC	PS213
Therapists Unlimited	PS231
Therapy in Action	PS234
Therapy Staff, LLC	PS249
Therapy Travelers	PS238
Tierra del Sol Foundation	PS225
Tobinworld	PS031
Total Education Solutions	PS236
Valley High School & Learning Center DBA Dubnoff School	PS004
Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)

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

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

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

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

	Effective 7/1/19
Partner/Senior Counsel/Of Counsel	$ 275 - $ 300 per hour
Associate	$ 215 - $ 275 per hour
Law Clerk/Paralegal	$ 135 - $ 155 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $300 - $350 per hour.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2019 through June 30, 2020, not to exceed $100,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2019, between the BURBANK UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

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

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

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

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with

Client. Unless otherwise instructed by Client, any such communications may include confidential information.

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

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

8. TERMINATION.

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

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

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

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

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

11. DISPUTE RESOLUTION.

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

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

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall

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

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

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

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

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

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

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

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Burbank Unified School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* 
PRINTED NAME AND TITLE OF PERSON SIGNING David Jaynes, Assistant Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED 06/10/19	DATE EXECUTED 5/1/2019

PROFESSIONAL RATE SCHEDULE
FOR BURBANK UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 300 per hour
Associate	$ 215 - $ 275 per hour
Paralegal / Law Clerk	$ 135 - $ 155 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $300 - $350 per hour.

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

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

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services with Digital Schools

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Background:

The District entered into an agreement with Digital Schools of California in 2008. Their software program for the services-based application to integrate human resources, fiscal and payroll data into a single central data base to measure and manage the processes associated with human resource and position control was implemented in 2009. However, this system was not very efficient and generated extra work for staff having to duplicate data entry and because of this the District moved to the Helios software program in March of 2016.

Discussion/Issues:

The District still has a need to access old information on the Digital Schools data base on a "Read Only" basis.

Fiscal Impact:

The cost of the agreement is $4,040 for the year.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Digital Schools of California, LLC, effective July 1, 2019 through June 30, 2020, not to exceed $4,040, for the "Read Only" program (01.0-00000.0-00000-77000-5800-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

DigitalSchools

SUBSCRIPTION EXTENSION "READ ONLY" AGREEMENT

This agreement extends the existing agreement with Burbank Unified and Digital Schools that began on February 1, 2012 and terminating on January 31, 2017 under which Digital Schools provides its application previously known as Digital Schools Suite and now is known as Digital Schools Suite|Plus. This "Read Only" Agreement further extends "read only" from 7/1/19 through 6/30/20.

This Agreement provides further notification of the following:

Digital Schools of California, LLC, the entity under which the original agreement was signed, had assigned its interest to Digital Schools of California LP and subsequently assigned its interest to Digital Schools, LLC. Chris Beyne, Client Services Manager has executed such assignment on behalf of the entities.

District: Burbank Unified School District

Subscription Renewal Start Date "Read Only": July 1, 2019

Subscription Expiration Date: June 30, 2020

Payment Terms: Annual, Total Fee $4,040

Agreement Type	Services	Term	Subscription Start Date	Subscription Expiration Date
READ ONLY	***Digital Schools Suite***™	1 Year	7/1/2019	6/30/2020

Read Only Access to Data: Digital Schools continues to host your data and will provide read only access via the Digital Schools Suite|Plus web interface.

Payment Requirements:

Read Only Requirements via Digital Schools Suite|Plus web interface:
An invoice will be issued at the time of the signing of the extension and will be due net 30.

- All historical employee data, leave account data and position control data will be accessible in read-only form. Data cannot be modified or deleted.
- All user access will be restricted to read only.
- Allows access to export reports into Excel (i.e. employees, positions, compensations, leaves balances, leave activity)
- Users are to be trained (high level) in the Digital Schools Suite web version.
- Custom data exports can be created by the user from the Custom Reports screen
- Pre-Formatted Reports and pre-defined exports can be run by the user from the Pre-Formatted Reports screen.
- All read only access is to be limited to those users with security clearances as currently established and set by the District with the user.

- All users are governed by the Confidentiality and Intellectual Property provisions of the Master Services Agreements (Sections 8 and 9) between the District and Digital Schools of California. All users of the Read Only web version shall be made aware of and abide by these provisions.

Support:

- Phone Support and Ticketing System can be used by the user. Tickets requiring in excess of 15 minutes response shall be billed at a rate of $150 per hour (in 15 minute increments). We would pull a monthly support ticket list and base our billing on this report.
- Included: DS Support Knowledgebase

Maintenance Disclaimer:

- Changes to the application due to enhancements and fixes are regularly released with notification.
- Regular infrastructure maintenance is performed with notification

Additional Fees, where applicable:

Training: If additional training is required for read-only, the District will be billed according to the following fee schedule.

Training Fees: $150 per hour

Custom Reports - $175/hour of Development Time

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The prices in this Extension Agreement supersede any previous prices under prior Subscription Agreements, or any previously submitted or stated price quotations.

This Renewal Agreement is subject to and governed by the specific terms and conditions of the Master Services Agreement, including all Exhibits and Attachments thereto executed and in effect between the parties. SIGNATURE PAGE FOLLOWS

IN WITNESS, WHEREOF, the parties have caused this Subscription Agreement to be executed and delivered by their duly authorized officials as of the date set forth below.

DISTRICT:

Burbank Unified School District
a California public school district

By: _____

Print Name: David Jaynes

Title: Assistant Superintendent

Date: June 10, 2019

DSC:

DIGITAL SCHOOLS OF CALIFORNIA, LLC; Digital Schools of California, LP
With assigned interest to

DIGITAL SCHOOLS, LLC
a California Limited Liability Corporation

By: 

Print Name: Christopher Beyne

Title: Manager Client Services and Marketing

Date: May 9, 2019

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:	June 6, 2019
SUBJECT:	Approval of Los Angeles County Office of Education (LACOE) Data Processing Services, Labor Distribution and Fringe Employer Contribution and Employee Database Information Contract

Background:

The Los Angeles County Office of Education (LACOE) provides a downloadable File Transfer Protocol (FTP) payroll information file on the RAD website for use by our Fiscal Services.

Discussion/Issues:

Services provided by LACOE:

- Monthly Payroll Merged Payroll Fringe Employer Contribution and Labor Distribution

Fiscal Impact:

Not exceed Six Thousand Five Hundred Dollars ($6,500.00).

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for the capability of downloading payroll information, effective July 1, 2019 through June 30, 2020, not to exceed $6,500, (01.0-00000.0-00000-77000-5890-0000000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
FOR
DATA PROCESSING SERVICES
LABOR DISTRIBUTION AND FRINGE EMPLOYER CONTRIBUTION
AND
EMPLOYEE DATABASE INFORMATION

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Burbank USD, # 64337, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide District with a downloadable File Transfer Protocol (FTP) payroll information file on the RAD website as requested by the District. Such information shall be provided as follows: (Please check desired services.)

			Cost Per Month
A.	☒	Monthly Payroll Merged Payroll Fringe Employer Contribution and Labor Distribution	$125.00
B.	☐	Human Resource System (HRS) Employee Data Base (EDB) – One file per month	$125.00
C.	☐	Human Resource System (HRS) Employee Data Base (EDB) – Two files per month	$250.00
D.	☐	Special Requests	$200.00

7. TERM

This Contract is effective July 1, 2019 and shall remain in effect through June 30, 2020.

8. PAYMENT

The District shall pay LACOE at the rate of One Hundred Twenty-Five Dollars ($125.00) per week for weekly updates. The total amount of the Contract shall not exceed Six Thousand Five Hundred Dollars ($6,500.00). The amount payable shall be transferred during the fiscal year on or before June 1, 2020 by journal voucher from District to LACOE.

9. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or

loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

10. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests. Required insurance coverage may be satisfied through a program of self-insurance.

11. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom it is intended as follows:

LACOE:

LOS ANGELES COUNTY OFFICE OF EDUCATION
Contracts Section
9300 Imperial Highway,
Downey, CA 90242-2890

District:

Mailing Address is District Office

7. RESPONSIBILITIES OF LACOE

LACOE shall provide the District with data containing, labor/fringe distribution information electronically within five (5) days after the end of each monthly payroll cycle. Any special requests shall be provided to the District as soon as possible after receipt of a request from the District.

8. RESPONSIBILITIES OF THE DISTRICT

The District shall notify LACOE in writing of any changes to the existing contract, including the types of services provided by LACOE.

9. SECTION RESERVED (Intentionally left blank.)

10. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

14. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except accept as specified in the amendment section of this Contract.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY/WAIVER

18.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by written document expressly purporting to be such an amendment, signed by both of the parties hereto.

20. TERMINATION

The Contract may be terminated by LACOE or District upon 30 days advance written notification.

21. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

25. FORCE MAJURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy BP 4020.

34. TUBERCULOSIS TESTING

In the event that District's employees and/or representatives will come into contact with LACOE students or staff the District's employees/representatives must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

35.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

35.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification;

35.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

36. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely-used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

SCH. DIST: Burbank USD (BU #64337)
Contract # C-19236

By _____
Patricia Smith
Interim Chief Financial Officer

By _____
David Jaynes
Typed or Printed Name

Title Assistant Superintendent

Date 4/24/19
Report 4/15/19

Date June 10, 2019

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

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:	June 6, 2019
SUBJECT:	Approval of Los Angeles County Office of Education (LACOE) PeopleSoft Financial Systems (PSFS) Contract 2019-2020

Background:

The Los Angeles County Office of Education (LACOE) provides financial system services to districts for the purpose of financial reporting. Peoplesoft meets State reporting requirements.

Discussion/Issues:

Services provided by LACOE

General Ledger (GL)
Accounts Payable (AP)
Inventory
Purchasing
1099 Reporting
Reports
System Support
Training

Various Interfaces

Accounts Payable (AP)
Budget Adjustment
Chartfield
General Ledger (GL)
Vendor
Outgoing Payment

Fiscal Impact:

Total cost $20,300.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for Peoplesoft Financial System Services, not to exceed $20,300 (01.0-00000.0-00000-77000-5890-0000000), effective, July 1, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
PEOPLESOFT FINANCIAL SYSTEM
FISCAL YEAR 2019-2020

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Burbank Unified School District District, # 64337, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2019-20 Worksheet, all attached hereto and made a part hereof.

2. TERM

This Contract is effective July 1, 2019, and shall remain in effect through June 30, 2020.

3. PAYMENT

District shall pay LACOE the costs, as specified in Exhibits A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2019-2020 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2019-20. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2019-20's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected

with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. AMENDMENTS

The Contract may be amended by written document expressly purporting to be such an amendment, signed by both of the parties hereto.

7. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

9. RECORD RETENTION AND INSPECTION

The District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

10. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

11. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such

deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

12. SEVERABILITY/WAIVER

12.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

12.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

13. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except accept as specified in the amendment section of this Contract.

14. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the “Failure to Comply” section, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

15. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California, and any legal action, claim, or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

16. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered shall be delivered by personal service or by deposit in the U.S. Mail, certified, or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Los Angeles County Office of Education
Contracts Section
9300 Imperial Highway,
Downey, CA 90242-2890

District:
Mailing Address is District Office

17. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

18. TUBERCULOSIS TESTING

In the event that District's employees and/or representatives will come into contact with LACOE students or staff the District's employees/representatives must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

19. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

20. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

21. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

22. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

24. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

25. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

26. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

27.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

27.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

27.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 21.2 above, of this certification;

27.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

28. TERMINATION

The Contract may be terminated by LACOE or District upon 30 days advance written notification.

29. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

30. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance

31. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

32. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

33. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services are not available for any reason whatsoever, this agreement

shall be of no further force and effect. In this event, LACOE shall have no liability to provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

34. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By Patricia Smith
Patricia Smith
Interim Chief Financial Officer

Date 4/24/19
Report 4/15

School Dist. Burbank USD (BU#64337)
Contract # C-19106

By _____

David Jaynes
Typed or Printed Name

Title Assistant Superintendent

Date June 10, 2019

Date Approved
by Board, if Required June 6, 2019

Contact Person Alyssa Low

Title Director of Fiscal Services

Phone # 818-729-4450

Email: AlyssaLow@burbankusd.org

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chart field
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the District. For the purpose of this Contract, ADA shall be the total average daily attendance of the K-12 district (includes Special Education, ROC/P, and Adult Education) as reported in the Second Period Report of Attendance for the prior Fiscal Year 2018-2019. Total accounts shall be defined as the total number of accounts for all funds on file on March 4, 2019.

It is estimated that the amount payable to LACOE for the FY 2019-2020 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:

- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chart fields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online reports
- Commercial warrant processing
- SACS Compliance

Charge:

$2.40 X N/A (Total ADA) **= $ N/A** ***Plus*** **$1.50 X** N/A (Total No. of Accounts) **= $ N/A**

= Estimated General Ledger Charge **$ N/A** Enter in Exhibit C

INTERFACE GENERAL LEDGER DISTRICTS

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

From (FTE)	To (FTE)	Annual Fee
1	14,999	$ 20,000
15,000	19,999	30,000
20,000	24,999	40,000
25,000	49,999	50,000
50,000	149,999	75,000
150,000+		$ 100,000

Charge: **ADA** **14,712** **=** **$** 20,000.00
(Enter in Exhibit C)

Purchasing:
Features:
- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online reports

Charge:
$1.42 X _____ (Total ADA) = $ _____ (Enter in Exhibit C)

Inventory:
Features:
- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online reports

Charge:
$1.42 X _____ (Total ADA) = $ _____ (Enter in Exhibit C)

1099 REPORTING

LACOE Responsibility and Support:

- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online Inquiries:
  (1) Preliminary and final Detailed Summary report of all 1099 vendors reported to the IRS
  (2) 1099 Vendor List
  (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
  (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non-PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

District Responsibility:

- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: $300/Year = $ 300.00
(Enter in Exhibit C)

SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System for more than 100 Local Education Agencies.
- Issues with connectivity and support are handled by the LACOE Help Desk and the System Support units.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled *Schedule for PeopleSoft Financial System Training*.

PeopleSoft Financial System Report Package			
DAILY REPORTS CATEGORY			
	LAAP029S	Warrant Register Report	
	LACH029S	Daily ACH Payment Register	
	LACHRJS1	ACH Rejection Register	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C/S	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C/S	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C/S	Budget Journal Error Report	
	LAGL037S	Trial Balance By Fund and Resource	
	LAHR005S	HRS Edit Error Report	
	LAIN001S	Daily Transaction Edit Listing Report	
	LAIN007S	Daily BCM Error Report	
	LAIN008S	Inventory On-order Report	
	LAIN011S	Daily Inventory Put Away Report	
	LAIN013S	Inventory Picking Plan Report	
	LAIN0A1S	Daily Transaction by Location	
WEEKLY REPORT CATEGORY			
	LAGL015C/S	Account List by Fund and Object/Expenditure	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL020C/S	Account List by Fund and Resource/Expenditure	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
	LAGL030C/S	Account List by Fund and Resource/Revenue	
	LAGL019C/S	Cumulative Detail Expenditure Report	
	LAGL819C/S	Cumulative Detail Revenue Report	
	LAGL919C/S	Cumulative Detail 9xxx Report	
	LAHR005C	HRS Edit Error Report	
	LAIN002S	Inventory Stock Catalog	
	LAIN006C/S	Inventory Shortage Report	
	LAIN009C/S	Weekly Stock Status Report	
	LAINA02S	Stock Category Report	
	LAINA09S	Weekly Stock Status Report	
	LAPO0009C	Board List Purchase Order Report	

MONTHLY REPORT CATEGORY			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrants	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LACH129C	Monthly ACH Payments	Prelim
	LACH130C	Monthly Rejection ACH Payments	Prelim
	LACH140C	YTD ACH Payment Register	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL015C/S	Account List by Fund and Object/Expenditure	Prelim/Final
	LAGL016C/S	Account List by Fund and Location/Expenditure	Prelim/Final
	LAGL017S	Monthly Detail Expense Report (1000-7999) by Location	Prelim/Final
	LAGL019C/S	Monthly Cumulative Detail Expenditure Report	Prelim/Final
	LAGL020C/S	Account List by Fund and Resource/Expenditure	Prelim/Final
	LAGL023C/S	Monthly Expenditure Object Summary Report	Prelim/Final
	LAGL024C/S	Monthly Revenue Summary Report	Prelim/Final
	LAGL025C/S	Account List by Fund and Object/Revenue	Prelim/Final
	LAGL026C/S	Account List by Fund and Location/Revenue	Prelim/Final
	LAGL030C/S	Account List by Fund and Resource/Revenue	Prelim/Final
	LAGL037S	Trial Balance by Fund and Resource	Prelim/Final
	LAGL038S	Accounts Receivable List by Fund/Resource/Object	Prelim/Final
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAGL817S	Monthly Detail Revenue Report (8000-8999) by Location	Prelim/Final
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	Prelim/Final
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	Prelim/Final
	LAGL919C/S	Monthly Cumulative Detail 9xxx Report	Prelim/Final
	LAIN003S	Stock Status Cumulative Report	Prelim
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc/Res/Obj	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim
	LAAP030S	1099 Vendor Listing Report	Final
QUARTERLY REPORTS CATEGORY			
	LAGL044S	Average Daily Cash Balance by Fund	
	LAGL046S	Interest Allocation by Fund	
	LAGL056X	Cash Balance by Fund and Resource	

ANNUAL REPORTS CATEGORY			
	LAAP300C	Aged Vendor Liability	
	LAAP305C	Open Liability Report	
	LAGL015C/S	Account List by Fund and Object/Expenditure	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C/S	Monthly Cumulative Detail Expenditure Report	
	LAGL020C/S	Account List by Fund and Resource/Expenditure	
	LAGL023C/S	Monthly Expenditure Object Summary Report	
	LAGL024C/S	Monthly Revenue Summary Report	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
	LAGL030C/S	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	
	LAGL016C/S	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C/S	Monthly Cumulative Detail Expenditure Report	
	LAGL020C/S	Account List by Fund and Resource/Expenditure	
	LAGL023C/S	Monthly Expenditure Object Summary Report	
	LAGL024C/S	Monthly Revenue Summary Report	
	LAGL025C/S	Account List by Fund and Object/Revenue	
	LAGL026C/S	Account List by Fund and Location/Revenue	
	LAGL030C/S	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C/S	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C/S	Monthly Cumulative Detail 9xxx Report	

Los Angeles County Office of Education
Accounting & Budget Development, ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM
Fiscal Year 2019-2020 Worksheet
EXHIBIT C

District Name: **Burbank Unified School District** **District Number:** **64337**

Exhibit A

1.	General Ledger and Accounts Payable	$ 0.00	
2.	Interface General Ledger Districts	$ 20,000.00	
3.	Inventory	$ 0.00	
4.	Purchasing	$ 0.00	
5.	1099 Reporting	$ 300.00	
	Total Exhibit A		$ 20,300.00

Exhibit B (Additional Report Package)

(All online reports are available at no charge)

1. Daily (Online)
2. Weekly (Online)
3. Monthly (Online)
4. Quarterly (Online)
5. Annual (Year-End) – (Online)

Estimated TOTAL $ **20,300.00**

By _____
(Signature)

David Jaynes
(Print/Type Name)

Title Assistant Superintendent

Date June 10, 2019

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:	June 6, 2019
SUBJECT:	Approval of Piggybackable Contracts for Equipment, Materials and Services 2019-2020

Background:
California Public Contract Code (PCC) 20118 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and aware of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

Discussion/Issues:
Administrative Services and Purchasing Services has determined that, when appropriate, piggyback contracts will save administrative time and expense, provide favorable pricing, and will be advantageous and in the best interest of the District. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to:

- The Interlocal Purchasing System (TIPS)
- California Multiple Award Schedule (CMAS)
- CalSAVE Purchasing Cooperative Contract
- E&I Cooperative Services
- National Association of State Procurement Officials (NASPO ValuePoint)
- National Cooperative Purchasing Alliance (NCPA)
- National Intergovernmental Purchasing Alliance (NIPA)
- National Joint Powers Alliance (NJPA)
- Technology Bidding and Purchasing Program (PEPPM)
- The Cooperative Purchasing Network (TCPN)
- U.S. Communities Government Purchasing Alliance
- Western States Contracting Alliance (WSCA)

Fiscal Impact:
Funding may be provided from various sources including but not limited to General Fund, Deferred Maintenance Fund, Bond Fund, and Categorical Programs.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2019-2020 school year, as presented.

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, TLC Auctions

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Background:

From time to time, the District accumulates surplus supplies, books and property that must be disposed of. One way in which the law allows a district to dispose of property is through an auction after the Board has taken action to declare surplus the items to be sold.

Discussion/Issues:

In 2007, the Board updated its policy 3270 covering the sale and disposal of books, equipment and supplies. As a result, procedures were developed for the use of staff in processing materials and equipment that are to be disposed of.

As a part of implementation of this procedure, the District contracted with TLC Auctions. This contract allows for surplus items to be turned over to this firm and sold at their discretion either by formal auction or on-line.

Fiscal Impact:

The firm assumes all costs and charges a 45% fee against the gross proceeds of the sale.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2019 through June 30, 2020, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

10012-10022 CITRUS AVENUE
FONTANA, CA 92335
909-823-3428
www.tlcauctions.com

AGREEMENT

This agreement dated the 1st day of July 2019, in the County of San Bernardino, State of California, between **Burbank Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Burbank Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.

2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.

3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.

4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all

board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuit to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30th day of June, 2020. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1st day of July 2019

By: _____ By: _____
David Jaynes, Assistant Superintendent

Date: _____ Date: June 10, 2019

TLC Auctions **Burbank Unified School District**

Burbank Unified School District Memberships for 2019-2020

Organization	Type of Membership	Estimated Cost 2019-20	Funding Source	String
American Association of School Librarians (AASL)	Individual	$ 87.00	Miller ES (gift funds)	01.0-90201.0-00000-24200-5310-2108200
Association for California School Administrators (ACSA)	Individual	$ 1,700.00	Superintendent	01.0-00000.0-00000-71500-5310-7411000
Association for California School Administrators (ACSA)	Individual	$ 1,700.00	Business Office	01.0-00000.0-00000-72000-5310-7471000
Association for California School Administrators (ACSA)	Individual	$ 3,000.00	Instructional Services	010-00000.0-00000-72000-5310-7421000
Association for California School Administrators (ACSA)	Individual	$ 1,700.00	Human Resources	01.0-00000.0-00000-72000-5310-7551000
Association for Supervision and Curriculum Development (ASCD)	Individual	$ 150.00	Instructional Services	010-00000.0-00000-72000-5310-7421000
Association for Supervision and Curriculum Development (ASCD)	School Site	$ 1,385.00	JBHS	01.0-00000.0-00000-27000-5310-4321000
CA FPS	School Site	$ 180.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
California Art Education Association	School Site	$ 35.00	Muir	01.0-00000.0-17001-10000-5310-3221000
California Association for the Gifted	Individual	$ 75.00	Instructional Services	01.0-00000.0-00000-72000-5310-7421000
California Association of Dance/Drill Team Directors (CADTD)	School Site	$ 75.00	JBHS	01.0-00000.0-00000-27000-5310-4321000
California Association of Latino Superintendents and Administrators (CALSA)	Individual	$ 150.00	Human Resources	01.0-0000.0-00000-72000-5310-7551000
California Association of Leaders for Career Preparation (CALCP)	District	$ 210.00	Instructional Services	01.0-00000.0-00000-21000-5310-7421000
California Association of School Business Officials(CASBO)	Institutional	$ 3,000.00	District Office	01.0-00000.0-00000-72000-5310-7401000
California Association of School Business Officials(CASBO)	Individual	$ 300.00	Business Office	01.0-00000.0-00000-72000-5310-7471000
California Coalition for Adequate School Housing (CASH)	Individual	$ 209.00	Facilities	01.1-81500.0-00000-81100-5310-7523100
California Child Devlopment Administrators Association (CCDAA)	District	$ 250.00	Children's Center	Various CC sites
California Consortium for Independent Study	School Site	$ 60.00	Independent Learning	01.0-00000.0-00000-27000-5310-5750000
California Continuation Education Association (CCAE)	School Site	$ 425.00	Monterey High School	01.5-22000.0-32000-27000-5310-5301000
California Council for Adult Education (CCAE)	School Site	$ 250.00	Adult Education	11.0-63900.0-41100-27000-5310-5330000
California Future Problem Solvers	School Site	$ 500.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
California School Based Health Alliance	Individual	$ 250.00	Instructional Services	01.0-56400.0-00000-31400-5310-7728000
California School Board Association (CSBA)	Board	$ 13,902.00	Board of Education	01.0-00000.0-00000-71100-5310-7561000
Collaborative for High Performance Schools (CHPS)	District	$ 50.00	Districtwide	01.0-00000.0-00000-71500-5310-7411000
Costco	District	$ 110.00	Districtwide	01.0-00000.0-00000-72000-5310-7471000
Edjoin	District	$ 1,861.25	Human Resources	01.0-00000.0-00000-72000-5830-7401000
Journalism Education Association (JEA)	School Site	$ 65.00	BHS	01.0-00000.0-00000-27000-5310-4311000
Los Angeles County School Trustees Association (LACSTA)	Board	$ 150.00	Board of Education	01.0-00000.0-00000-71100-5310-7561000
National Academy Foundation Program	BHS/JBHS	$ 14,000.00	CTE	01.0-06350.0-38000-10000-5310-7910000
National Art Education Foundation (NaeF)	Individual	$ 105.00	MHS	01.0-02200.0-32000-10000-5310-5301000
National Association for Gifted Children (NAGC)	Individual	$ 119.00	Instructional Services	01.0-00000.0-00000-72000-5310-7421300
National Association of Secondary School Principals	School Site	$ 215.00	Luther Burbank MS	01.0-62640.0-00000-21503-5310-7429000
National Association of Student Councils	School Site	$ 95.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
National Council of Teachers of Mathematics (NCTM)	School Site	$ 165.00	Edison	01.0-00000.0-11100-10000-5310-2021000
National Honor Society (NASSP)	School Site	$ 385.00	JBHS	01.3-71400.0-11100-10000-5310-432[illegible]
National Student Clearinghouse	School Site	$ 850.00	Instructional Services	010.00000.0-00000-72000-5310-7421[illegible]
Odyssey of the Mind	School Site	$ 140.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
San Gabriel Valley Purchasing Association (SGVPA)	Individual	$ 30.00	Purchasing	01.0-00000.0-00000-72000-5310-7531000
School Employers Association of California (SEAC)	District	$ 2,350.00	Human Resources	01.0-00000.0-00000-72000-5310-7401000

School Nutrition Association	Institutional	$ 250.00	Food Services	13.0-53100.0-00000-37000-5310-7490000
SKILLS USA (JBHS/BHS)	JBHS/BHS	$ 3,500.00	CTE	01.0-06350.0-38000-10000-5310-7910000
Southern California School Band & Orchestra Association (SCSBOA)	School Site	$ 100.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
Southern California School Nutrition Association (CSNA)	Institutional	$ 400.00	Food Services	13.0-53100.0-00000-37000-5310-7490000
Super Co-Op Santa Clarita Valley School (Lead Agency)	District	$ 2,000.00	Food Services	13.0-53100.0-00000-37000-5310-7490000
Western Association of Schools & Colleges	District	$ 3,240.00	Instructional Services	01.0-00000.0-00000-27000-5850-7421000

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:	Alyssa Low, Director of Fiscal Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 6, 2019
SUBJECT:	Authorization Year End Appropriation Transfers 2018-2019

Background:

Education Code (EC) Sections 42600 and 42601 authorize the County Superintendent of Schools (County Office) to make budget transfers for districts to permit payment of obligations at the close of the school year.

Discussion/Issues:

The District makes its final budget adjustments with the approval of the Estimated Actuals due before July 1, 2018. This authorization allows the County to revise the operating budget only at the major object level to cover the overdraft at yearend after the District has notified SFS that their books are closed.

Fiscal Impact:

None.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services recommends that the Board of Education authorize Appropriation Transfers for 2018-2019 as permitted in Education Code sections 42600 and 42601, as presented.

Los Angeles County Office of Education
Leading Educators • Supporting Students
Serving Communities

SCHOOL DISTRICTS WITH **ADA ABOVE** EC 41301 LEVEL*

YEAR-END APPROPRIATION TRANSFERS

TO: Los Angeles County Office of Education
Division of School Financial Services
Accounting Section, EC 2nd Floor

Attn: Benjie Tamondong

FROM: Burbank Unified School District School District

_____ No Appropriation Transfer is Requested

XX Appropriation Transfers are Authorized

Our school district has ADA equal to or above the level specified in Education Code (EC) 41301. The governing board, in accordance with the provisions of EC 42601, hereby approves to authorize the County Superintendent of Schools to make appropriate transfers necessary at the close of the 2018-19 school year to permit the payment of obligations of the district incurred during such school year.

Please identify sources by entering 1, 2, 3, or 4 to indicate 1st source, 2nd source, 3rd source or 4th source.

Authorization approved by governing board for transfers:

1 Between major objects of expenditure

2 From unassigned fund balances, if any

4 From committed fund balances

3 From assigned fund balances

Signature: _____ Date June 6, 2019
Clerk of the Governing Board

Submitted by: David Jaynes, Assistant Superintendent Date June 10, 2019

E-mail address (required): DavidJaynes@burbankusd.org

*Education Code 41301 levels: equal to 901 average daily attendance (ADA) for the elementary school districts, equal to 301 ADA for the high school districts, and equal to 1501 ADA for the unified school districts.

Please return completed form to let us know your intent.

Attachment No. 2
Info Bul. No. 5004
SFS-A63-2018-19

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, Atkinson, Andelson, Loya, Ruud & Romo (General Fund)

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

Discussion/Issues:
Atkinson, Andelson, Loya, Ruud & Romo will provide legal services in regard to education law, public agency law, personnel, employee relations, expulsions, special education, contracts, real property and other District matters, including representation of the District in arbitration, administrative and court proceedings, as requested by the District.

Fiscal Impact:
For the period July 1, 2019 through June 30, 2020, the District hereby agrees to pay the Law Firm in connection with the above referenced services as at the following hourly rates:

Senior Partners	$ 295.00
Partners/Senior Counsel	285.00
Senior Associates	260.00
Associates	240.00
Electronic Technology Litigation Specialist	240.00
Non-Legal Consultants	200.00
Senior Paralegals/Law Clerks	170.00
Paralegals/Legal Assistants	160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2019 through June 30, 2020, not to exceed $200,000 per year (01.0-00000.0-00000-72000-5820-7401000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2019, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and BURBANK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2019, through June 30, 2020. For the period July 1, 2019, through June 30, 2020, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	$295.00
Partners/Senior Counsel	$285.00
Senior Associates	$260.00
Associates	$240.00
Electronic Technology Litigation Specialist	$240.00
Non-Legal Consultants	$200.00
Senior Paralegals/Law Clerks	$170.00
Paralegals/Legal Assistants	$160.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the

District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,

conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

X. DURATION

This Agreement shall be effective July 1, 2019, through June 30, 2020, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

XI. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2019.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
JAMES C ROMO

"District"

BURBANK UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____

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:	June 6, 2019
SUBJECT:	Approval of Amended Agreement for Professional Services, Best Best & Krieger Attorneys at Law (Special Education)

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

Discussion/Issues:
Best Best & Krieger will provide legal services in regards to various special education matters.

Fiscal Impact:
Due to pending litigation the agreement has been amended to increase the not to exceed amount from $98,000 to $138,000.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and Best Best & Krieger, to perform specific services, effective July 1, 2018 through June 30, 2019, not to exceed $138,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, Best Best & Krieger Attorneys at Law (Special Education)

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

Discussion/Issues:
Best Best & Krieger will provide legal services in regards to various special education matters.

Fiscal Impact:
Not to exceed $70,000

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Best Best & Krieger to perform specific services, effective July 1, 2019 through June 30, 2020, not to exceed $70,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Indian Wells
(760) 568-2611
Los Angeles
(213) 617-8100
Manhattan Beach
(310) 643-8448
Ontario
(909) 989-8584

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Riverside
(951) 686-1450
Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Lauri A. Arrowsmith
(949) 263-6564
lauri.arrowsmith@bbklaw.com

May 21, 2019

VIA E-MAIL AND MAIL

Ms. Tamara Schiern
Director on Special Education
Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

Re: Engagement Letter

Dear Ms. Schiern:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent Burbank Unified School District ("BUSD"). Specifically, we will be representing BUSD in various special education matters. This letter constitutes our agreement setting the terms of our representation. If you want us to represent BUSD and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

TERM

The term of representation shall be effective from July 1, 2019 through June 30, 2020. The Agreement can be extended for another year by mutual written agreement. However, at any time, with or without cause, BUSD shall have the right to terminate the Agreement by giving thirty (30) days written notice to Best Best & Krieger LLP.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your firm. Similarly, your firm's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to

your firm. Based on our recent conflicts check, we can represent BUSD as there does not appear to be any conflicts identified.

YOUR OBLIGATIONS ABOUT FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for all legal services under this agreement as follows: $275.00 per hour for partners and of counsel attorneys; $260.00 per hour for associate attorneys; $160.00 per hour for law clerks; and $160.00 per hour for paralegals. Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of BUSD, as well as other specific expenses, will be billed in addition to the amount billed for fees. These fees do not include automobile mileage at the federal statutory rate, long distance telephone calls, photocopy charges, postages charges, and any costs of producing or reproducing photographs. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all word processing, secretarial, and other office costs associated with the provision of legal services.

Best Best & Krieger LLP shall submit monthly statements to BUSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance

with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

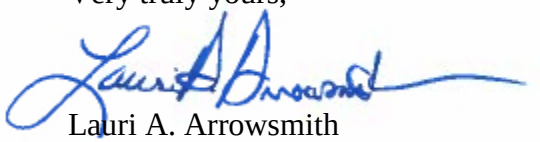
If you do not request the return of your file(s), we will retain your file(s) for five years. After five years, we may have your file(s) destroyed. If you would like your file(s) maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent BUSD. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,



Lauri A. Arrowsmith
of BEST BEST & KRIEGER LLP

LAA:jau
Enclosure

AGREED AND ACCEPTED:

By: _____
Dated: _____

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)

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

Discussion/Issues:
Hatch & Cesario Attorneys-At-Law will provide legal services in regards to various special education matters.

Fiscal Impact:
Not to exceed $70,000

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2019 through June 30, 2020, not to exceed $70,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

HATCH & CESARIO

ATTORNEYS-AT-LAW

May 22, 2019

Burbank Unified School District
Attn: David Jaynes, Assistant Superintendent Administrative Services
1900 W. Olive Avenue
Burbank, CA 91506

Re: Legal Services Agreement

Dear David:

Enclosed please find 3 copies of our Agreement for Legal Services for the 2019-2020 fiscal year.

Please review the enclosed Agreement and if it meets with your approval, please initial and sign page 4 on all copies. Please retain one of the original signed copies for your records and provide me with the other signed copies for counter signature. Once fully executed an original copy will be returned to you for your records.

It has been my pleasure to provide you and Burbank Unified School District with legal services. I appreciate the opportunity to continue working with you and the District in the coming year.

Sincerely,

Hatch & Cesario



Melissa Hatch
Enclosures

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Burbank Unified School District ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	$225.00
Sr. Associates	$200.00
Jr. Associates	$190.00
Education Consultant	$160.00
Law Clerk	$140.00
Paralegal	$125.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	$0.20 per page
Facsimile	$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, any claim arising out of or relating to this Agreement or its breach shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other

Thousand Oaks
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Thousand Oaks, CA 91360
melissa@hatchcesariolaw.com

www.hatchcesariolaw.com
(805) 639-0090 Office
(805) 980-4218 Fax

San Diego
10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw.com

party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of Ventura County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Ventura, California.

B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

Because each party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

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191 W. Wilbur Road, Suite 102
Thousand Oaks, CA 91360
melissa@hatchcesariolaw.com

www.hatchcesariolaw.com
(805) 639-0090 Office
(805) 980-4218 Fax

San Diego
10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw.com

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here) _____(Attorney Initial Here)

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

Term of Agreement

The term of this Agreement is effective July 1, 2019 through June 30, 2020 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Burbank Unified School District Hatch & Cesario, Attorneys-at-Law

_____ _____

David Jaynes, Assistant Superintendent Administrative Services

Melissa Hatch, Partner

Date: _____ Date: _____

Thousand Oaks
191 W. Wilbur Road, Suite 102
Thousand Oaks, CA 91360
melissa@hatchcesariolaw.com

www.hatchcesariolaw.com
(805) 639-0090 Office
(805) 980-4218 Fax

San Diego
10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw.com

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:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, Film L.A.

Background:

The District has contracted with Film L.A. since July 1, 2006. This agreement will ratify the professional services offered for July 1, 2019 to June 30, 2022. District administration has allocated the proceeds as 20% to the District arts program, 70% to the respective site budgets, and 10% to the facilities department to cover the costs of coordinating the facility site use permits.

Discussion/Issues:

Film L.A. provides consultant services to coordinate any filming activities by outside companies that might request use of District facilities. The relationship has been long-standing and Film L.A. has served Burbank Unified well. The renewal agreement mirrors prior agreements between the District and Film L.A.

Fiscal Impact:

The District's Filming Use Fee's are as follows:

Deposit: **$500.00 per day** to be returned less deductions for overtime charges, custodial charges and damages.

Regular filming:
Basic Rate: $2,500 for 15 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Half-day filming:
Basic Rate: $1,250 for 6 hours
Overtime Custodial Rate: $55 hour

Parking Rates
$1,500 Per Day

Certified Food Service Staff:
$50.00 per hour - required any time production will be in the following areas:
Elementary School Kitchen:
$300 per day

Student Filming:
Basic Rate: $260 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55

Still Photography:
Basic Rate: $300 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55

Middle Schools:
Front line - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the outside lunch shelters) $200 per day

High Schools:
Small Serving Room - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the multipurpose room and outside lunch shelters) $300 per day

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Film L.A., Inc. to coordinate any filming activities by outside companies that might request use of District facilities, effective July 1, 2019 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT
Instructional Services: FilmLA

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this **"Agreement"**) is made and entered into as of the effective date indicated below, by and between the BURBANK UNIFIED SCHOOL DISTRICT (the **"District"**) and the following entity or individual:

Manager
FilmLA
Address
6255 W. Sunset Blvd, 12th Floor, Hollywood, CA 90028

Contact Name	*Telephone No.*	*Fax No.*	*E-mail address*
Paul Audley	213.977.8624	213.977-8610	paudley@filmla.com

Hereinafter, **"Manager."**

Manager, in consideration of the covenants, conditions and agreements herein contained, does hereby agree to furnish labor, materials and equipment and all other things necessary to perform the services described in the Scope of Services contained in Exhibit A hereto (the **"Services"**).

Services: The Services can generally be described as providing film management services, further detailed in Exhibit A (Scope of Services).

Agreement Parts: Manager will provide the Services, and otherwise perform, in accordance with the terms of this Agreement. This Agreement consists of this cover page together with all of the following documents, each of which is, by this reference, incorporated into and made a part of this Agreement:.

Exhibit A - ***Scope of Services,*** consisting of 6 pages;

Exhibit B - ***Fee and Payment Schedule,*** consisting of 2 pages;

Exhibit C - ***Terms and Conditions,*** consisting of 6 pages;

Exhibit D - ***Insurance Requirements,*** consisting of 2 pages ;

Attachment 1 – ***List of District Properties,*** consisting of 2 pages;

Attachment 2 - ***Form of Production License,*** consisting of 15 pages.

Agreement Term: The term of the agreement is from July 1, 2019 through June 30, 2022.

Agreement Amount: The total amount of the District's financial obligation under this Agreement is 16% per the fee schedule in Exhibit B Section 1.1.of the use fees collected by the Manager.

This Agreement shall be effective as of the date it is signed by an authorized representative of the District. This Agreement is not valid and no payment is authorized hereunder until this Agreement is so signed.

MANAGER		**THE DISTRICT**	
Legal Form (i.e., corporation, partnership, dba, etc.) California Corporation		*Legal Form (i.e. School District)* Burbank Unified School District	
Authorized Signature	*Date*	*Authorized Signature*	*Date*
Name and Title Paul Audley, President		*Name and Title* David Jaynes, Assistant Superintendent	
Fed. Tax ID No 95-4531774			

Exhibit A
Scope of Services

1. <u>Scope</u>

1.1 The District is the owner of multiple schools and other properties within the Los Angeles County area, each **"District Property"** and collectively the **"District Properties"** described in Attachment 1 attached hereto and made a part hereof. District reserves the right at any time, and from time to time, to add properties to and remove properties from the list of District Properties. As of the date of this Agreement, there are no excluded properties.

1.2 Manager's business includes licensing, leasing and otherwise providing various "locations" to the entertainment industry for the filming of motion pictures, television shows and related activities known as **"Production Events"**, and the negotiating, coordinating and monitoring of contracts for such Production Events including the area of Los Angeles County, California. For the purposes of this Agreement, the term Production Events does not include productions that fall within the record keeping requirements of 18 U.S.C. § 2257. Manager represents and warrants that it is experienced in and has all requisite qualifications for the negotiation of contracts with production companies (as applicable, a **"Producer"**) and for the coordination and monitoring of Production Events at sites owned and controlled by government, quasi-governmental and private entities similar in nature to District Properties.

1.3. District desires to engage Manager to negotiate and coordinate licenses (collectively **"Production Licenses"**) with Producers and other entities seeking to engage in Production Events at or about the District Properties (inclusive of related parking areas). Manager desires to accept such engagement to negotiate and coordinate such Production Licenses with Producers and other entities seeking to perform a Production Event at or about the District Properties on the terms and subject to the conditions set forth herein.

2. <u>Management Services:</u> District hereby engages Manager to perform Management Services for the District Properties as identified by Burbank Unified School District on the terms and subject to the conditions set forth herein. Manager shall devote such time as is reasonably necessary in good faith to properly fulfill its duties and obligations under this Agreement.

During the Term, Manager and its employees shall perform the following services (collectively the **"Management Services"**), as exclusive agent for the District with respect to the District Properties:

2.1. Negotiating, coordinating and facilitating the execution of Production licenses, in such form as set forth on Attachment 2, at such rates and on such terms approved by the District, for the District Properties pursuant to the operating standards set forth herein, and reserving to District the right to pre-approve all forms of contracts, exhibits and other documents utilized in connection with Production Events at the District Properties. The term Production License may include licenses by Producers solely for the use of the District Properties' parking areas for the parking of Production Event-related vehicles, after normal business hours and on the weekends, subject to any existing leases, licenses, or prior written commitments for such parking areas. Providing District with information about the applicant Production Company and production plans, story, and activities to take place on or near District property prior to District approval of any Production license.

2.2. Collecting Gross Revenues and sums due the District hereunder and collaborating with District in securing the enforcement of the material terms of all Production Licenses and other contracts with any and all of the Producers.

2.3. Providing additional accounting services including preparing detailed reports, administering production event reconciliation including damage and allocation and separation of fees generated to various District accounts, and remitting balance to the District on a monthly basis.

2.4. Processing and refunding security deposits to production companies.

2.5. Providing all the management and support reasonably required in connection with the safe and timely operation and completion of all Production Events at any of the District Properties. Such support and services shall include, but not be limited to, ensuring all necessary permits are secured by the Producers, coordinating parking (both on and off school property), traffic control plans, crowd control and security plans, and other management of such Production Events. Manager shall provide personnel to monitor any Production Event to the extent such monitoring is reasonably required due to the particular nature of such Production Events, including, but not limited to, the particular sensitivity of the students to such Production Events or the above-average time requirement and/or complexity of such Production Events.

2.6. Compiling, updating and distributing a "Film Friendly Schools List" which will include the District Properties.

2.7. Collecting and verifying proof of insurance from each applicant.

2.8. Performing outreach activities to all stakeholders including providing appropriate information, attending meetings, speaking to principals, District business managers, parents, community members, District Superintendent's Office, location and entertainment industry professionals.

2.9. Ensuring that the District Properties are used by the Production Companies in compliance with all applicable laws, ordinances and regulations and in compliance in all respects with all applicable contractual requirements affecting the District Properties of which Manager has notice and control. Upon the termination of each Production License, Manager shall, pursuant to the terms of the Production Licenses, require the Producers to surrender the District Property in as good or better condition as it was immediately prior to the Production Event, including (i) the repair of any damage to the District Property due to the Production Event, such repair to be done in a good workmanlike manner and in compliance with all applicable laws and regulations and District established rules, regulations and standards, including the reasonable satisfaction of District's management and (ii) the removal of all material, equipment, structures, trash and waste generated or brought onto the District Property by a Producer. To the extent any Producer fails to surrender the District Property in the condition as described in the preceding sentence, Manager shall use its best efforts and fully cooperate with District in enforcing the terms of the Production Licenses against the Producers.

2.10. Handling problem resolutions on behalf of District, including, but not limited to, maintaining and manning a 24-hour phone number, facilitating communications between production companies and school sites, billing and collecting issues, and visiting school sites as needed.

2.11. Generating, delivering and administering Production Event reconciliations to District on a monthly or otherwise agreed basis.

2.12. Coordinating with the Facilities Manager and Principal of each District Property or the District site administrator prior to, and during, each Production Event or at any other time,

Manager may wish to enter upon any of the District Properties. Manager shall ensure such entrances on to any District Property (i) shall be performed in a reasonable manner by the Producers or any other person or entity connected with any Production Event or the marketing thereof so as to reduce, to the greatest extent practicable, any interference with District school personnel or students and (ii) shall be approved in advance by the principal of the applicable District Property or the authorized District site administrator, which approval shall be granted or withheld at the District's sole discretion. In conjunction with such coordination, Manager shall check-in, and shall cause the Producers or any other person or entity connected with any Production Event or the marketing thereof to check-in, with such District Property's administrative office prior to entry on to any of the District Properties.

2.13. Marketing the District Properties to the entertainment industry for use as filming locations and for use as a parking and staging location for film companies. Manager shall use commercially reasonable marketing efforts and shall diligently investigate all offers and inquiries regarding production events at the District Properties.

2.14. Negotiating, coordinating and marketing of Production Events at the District Properties, specifically including, but not limited to, providing advice for the establishment, with District approval, of pricing policies for Production Events at the District Properties.

2.15. Implementing (or causing to be implemented) marketing, promotion and advertising plans, and as well as plans for the collection/utilization of supporting demographic data associated with District.

2.16. Presenting and advocating proposed rate schedule referred to above with District's Board and Senior Staff as requested by District.

3. Reports

3.1. List of Reports. The reports required pursuant to this Section 3 will use the District's chart of accounts, shall be in form and substance reasonably satisfactory to the District and delivered to the District on the last day of the month following the month for which the report is generated, except as otherwise set forth below, during the Term of this Agreement.

3.2. Production Events Report. Manager shall create and maintain a database and deliver reports detailing each previous month's Production Events, and (i) their respective locations, (ii) fees (collected and receivable) generated thereby, setting forth (A) the amount to be allocated to each District Property and (B) the amount to be allocated to the District, and (C) the amounts to be allocated to any prescribed District accounts, (iii) District Property usage and personnel fees, and (iv) calculation of the Management Fee. Report to be delivered to District thirty (30) days following the previous month.

3.3. Other Reports. Manager shall timely prepare and deliver such other reports as District shall from time to time request in connection with the negotiation, coordination, operation and/or monitoring of Production Events at the District Properties.

4. Accounting: Manager shall collect all Gross Revenues and all sums otherwise due the District with respect to Production Events at the District Properties. During the Term of this Agreement, on the last day of the month following the month in which the revenue (on an accrual basis). was generated, Manager shall retain the Management Fee for the prior month and remit the balance of the Gross Revenues (as determined in conformity with this Agreement and the calculations set forth in the Production Event Report for such prior month) to the District.

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5. <u>Books and Records:</u> In addition to the reports due pursuant to this Agreement, Manager shall keep full and adequate books of account and such other records reflecting the Production Licenses for the District Properties, showing accurately and completely all Gross Revenues generated in connection with all Production Licenses and Production Events at all of the District Properties. Manager's books and records shall correspond with the District's fiscal year of July 1 to June 30. Manager shall preserve all such books and records for at least three (3) years from the close of the calendar year to which they relate. Such books and records shall be kept in accordance with generally accepted accounting principles consistently applied. Such books and records shall be kept at the office of Manager. The District and Manager agree that the District and its agents shall be allowed to inspect the books and records pertaining to the Production Licenses, Production Events or District Properties during normal business hours and upon five (5) days prior written notice to Manager. Within three (3) years after the close of each calendar year, District shall have the right to cause its independent public accountants to review Manager's determination of Gross Revenues for such calendar year (the "Annual Revenues"). In the event that the District's accountants propose an adjustment to the Annual Revenues, the District and Manager shall attempt to amicably resolve any such proposals within thirty (30) days. If the parties cannot resolve their differences within said period, the parties shall submit the dispute to a mutually agreeable independent accounting firm mutually selected by the parties to determine the actual Annual Revenues. If the parties cannot agree upon an independent accounting firm, then each party shall appoint an independent accountant and the two independent accounts shall appoint a mutually agreed (as between the independent accounts) independent accounting firm which will determine the Annual Revenues. The decision of such firm shall be binding on the parties and the costs of such firm shall be equally split between the parties. Manager shall deduct from the next payment(s) of Management Fees due and payable under this Agreement any excess fees which it received as a result of any adjustment made hereunder. If the adjustment to the Annual Revenues exceeds three percent (3.0%), Manager shall pay for the reasonable costs of the District's accountant.

6. <u>Representations, Warranties and Responsibilities:</u>

6.1. District represents and warrants to Manager the following:

6.1.1. District is the owner of, or has sole control over the District Properties.

6.1.2. District is a School District organized under the Constitution and the laws of the State of California.

6.1.3. District has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.

6.1.4. To Districts actual knowledge (which shall mean the actual knowledge of the Assistant Superintendent, Business Services, without duty of investigation), this Agreement will not result in any breach of the terms or conditions of, or constitute a default under, any agreement or instrument under which District is a party or is obligated.

6.2. Manager represents and warrants to the District the following:

6.2.1. Manager is a California nonprofit public benefit corporation, validly existing and in good standing in the State of California.

6.2.2. Manager has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.

6.2.3. To the best of Manager's knowledge, this Agreement will not result in any breach of the terms or conditions of, or constitute a default under any agreement or instrument under which Manager is a party or is obligated.

6.3. In addition to Manager's other responsibilities, duties, and obligations set forth in this Agreement, Manager covenants and agrees as follows:

6.3.1. Manager will use its best efforts to maintain and maximize the quality and quantity of the Production Events at the District Properties. If at any time, District reasonably determines such operational standards are not being met, District shall give Manager no less than sixty (60) days prior written notice, after which District may terminate this Agreement if in its sound business judgment operation to these standards has not been corrected.

6.3.2. Manager shall consult with District regarding ways, methods and ideas related to the enhancement of any of the District Properties in order to attract additional Production Events and/or generate additional revenue. If Manager has any quantity or other discount available to it in connection with the design, procurement or installation of any such enhancements, Manager shall provide assistance to District on any quantity discounts available to Manager for such enhancements. In addition to the foregoing, if Manager has benefits from any quantity or other discount related to (i) the advertising of the District Properties, (ii) film or package deals, or (iii) all other economic benefits reasonably due to Manager resulting from Manager's managing of multiple motion picture filming locations, Manager shall pass such discounts on to District. However, none of the foregoing shall act to limit Manager's Management Fee to less than fourteen percent (14%) of the Gross Revenue less personnel and/or custodial fees and excess utility fees.

6.3.3. Manager shall employ, train, and supervise Manager's Employees in the manner necessary for organizing, coordinating and monitoring Production Events at the District Properties and discharge any such Manager's Employees based on business needs and circumstances in Manager's sole discretion. Manager shall use its best efforts to ensure that Manager's Employees do not include individuals that are known felons and/or individuals who have committed a "sex offense," as that term is used in Section 44010 of the California Education Code. Manager shall have in its employ or retain at all times a sufficient number of capable employees or independent contractors (collectively, "Manager's Employees") to enable it to properly, adequately, safely and economically perform the Management Services at the District Properties throughout its normal operations schedule. All matters pertaining to the employment or retention of such Manager's Employees or independent contractors are the responsibility of Manager, who shall in all respects be the employer of Manager's employees or the contracting party with any independent contractor. At no time shall the Manager's employees (specifically including independent contractors of Manager and/or their employees) be considered employees or independent contractors of District. District reserves the right, in its sole discretion, to request removal from the District Properties of any of Manager's Employees at any time, for any reason deemed appropriate by District (in District's sole and absolute discretion). This Agreement is not one of agency between Manager for District, but one with Manager engaged independently in the business of managing the Production Events at the District Properties as an independent contractor. All employment and independent contractor arrangements related to management of the District Properties are therefore solely Manager's concern, and District shall have no liability with respect thereto.

7. Limitation on Scope of Engagement: District and Manager acknowledge and agree that Manager is being retained by District as an independent contractor, not as an employee, partner or co-venturer, only for the purposes and to the extent set forth in this Agreement. Except as set forth herein, neither Manager nor any of its or its contractor's employees shall be considered as having any employee or agent status with District unless written approval is obtained from District, or as being entitled to participate in any plans, arrangements or distributions of District by virtue of the provisions of this Agreement. Furthermore, Manager acknowledges that Manager shall have no authority to execute any Production License, contract or other document on behalf of District, nor is Manager authorized to amend, modify or otherwise change any Production License, contract or other document, unless, and to the extent, Manager receives prior approval from the District site administrator for such execution, amendment or modification.

Exhibit B
Fee and Payment Schedule

District agrees to pay for the services and materials to be furnished by Manager as provided by this Agreement. Payment in arrears shall be made upon Manager's completion of services required by this Agreement to the satisfaction of the District and upon Manager's submission of billings as shall be prescribed by District and shall be included as part of the 16% commission.

1. Management Fee and Expenses:

1.1. Each month during the Term of this Agreement, Manager shall be entitled to a fee of sixteen-percent (16%) of the Gross Revenue earned by District from Production Events contracted through the efforts of Manager, (the **"Management Fee"**), for the negotiation of Production License and the coordination and monitoring of Production Events at the District Properties from and after the Effective Date. The Management Fee shall be based on the District's Filming Use Fees as follows:

FEE INFORMATION

Deposit: **$500.00 per day** to be returned less deductions for overtime charges, custodial charges and damages.

FILMING

Regular filming:
Basic Rate: $2,500 for 15 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Half-day filming:
Basic Rate: $1,250 for 6 hours
Overtime Custodial Rate: $55 hour

Student Filming:
Basic Rate: $260 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Still Photography:
Basic Rate: $300 for 4 hours
Overtime Rate: $55 hour
Overtime Custodial Rate: $55 hour

Parking Rates
$1,500 Per Day

Certified Food Service Staff:
$50.00 per hour - required any time production will be in the following areas:
Elementary School Kitchen:
$300 per day
Middle Schools:
Front line - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the outside lunch shelters) $200 per day
High Schools:
Small Serving Room - $200 per day
Kitchen - $500 per day
Canteen (bay of windows that serves the multipurpose room and outside lunch shelters) $300 per day

The Management Fee shall be based on Gross Revenues as defined below less personnel and/or custodial fees.

1.2. Manager will be solely responsible for all costs and expenses incurred in connection with the performance of Manager's duties hereunder, including, without limitation, payment of salaries and taxes of Manager's employees.

1.3. "Gross Revenues" for any particular month during the Term shall mean the total fees paid earned by District by each applicable Producer pursuant to the Production Leases, less any District costs (including, but not limited to, District's personnel and/or custodial fees, excess utility fees, and other incremental fees or costs). Notwithstanding anything to the contrary contained above in this section, the following items shall not be included within Gross Revenues: (i) service charges or permit fees imposed by a third party, whether or not paid by a Producer directly to such third party in connection with a Production Event at any District Property; (ii) any and all taxes required to be paid by (or on behalf of) a Producer to any governmental authority, or (iii) reimbursements paid by any Producer or insurance proceeds received by the District in respect of any damage to any of the District Properties resulting from a Production Event.

1.4. In the event that any of the District Properties is to be used for a Production Event by a student or "student group" (which "student group" shall include educational groups and non-profit groups of an educational nature) approved by the District, then either District or Manager may request of the other, on an event-by-event basis, that any required fees to be paid by such students be waived or reduced, with the exception of any related custodial fees which shall not be waived or reduced unless with by express direction of the District, and provided that such student Production Event is reasonable as to time. In the event fees from such student Production Events are waived or reduced, the dollar amount of such waiver or reduction of fees shall be deducted from the Gross Revenue.

2. Payment: On the last day of the month following the month in which the revenue was generated, Manager shall retain the Management Fee for the prior month and remit the balance of the Gross Revenues (as determined in conformity with this Agreement and the calculations set forth in the Production Event Report for such prior month) to the District. The Manager will furnish additional documentation to District's Accounts Receivable upon request. No payment to the Manager (or retention of payment by the Manager) shall be deemed an acceptance of work not completed in accordance with this Agreement. The District may withhold (or request Manager to withhold) from payment to Manager or any third party any amounts in dispute and Manager shall continue performance of its services pending final determination of disputes relating to such withholding.

Exhibit C
Terms and Conditions
Professional Services Agreement

1. **Board Authorization** - This Agreement is not valid and no payment is authorized hereunder for services prior to approval of the Agreement by the District's Board of Education.
2. **Evaluation** - The Manager acknowledges that the presentation or services may be evaluated by the District Authorized Representative, or any other District offices or schools and understands that the results of the evaluation may be made available to the Manager, other schools and offices within the District, and other school districts and agencies upon request. The Manager agrees to cooperate fully with any such evaluation and agrees to promptly furnish any information that is requested by the District for evaluation purposes.
3. **Independent Contractor** - While engaged in performance of this Agreement, the Manager is an independent contractor and is not an officer, agent, or employee of the District. Manager is not entitled to benefits of any kind to which District employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. Manager assumes full responsibility for the acts and/or omissions of Manager's employees or agents as they relate to performance of this Agreement. Manager assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to Manager and Manager's employees.
4. **Standard of Performance** - All services performed in connection with this Agreement shall be performed in compliance with standards of care applicable to services of the type, scope and complexity assigned to the Manager and in compliance with all applicable laws and codes, including without limitation California licensing laws and lawful orders of governmental authorities.
5. **Conflict of Interest** - Manager represents that Manager has no existing financial interest and will not acquire any such interest, direct or indirect, in any entity filming at a property of the District, which conflicts in any manner or degree with the performance of services required under this Agreement and that Manager will not transfer the performance of its obligations under this agreement to, or perform its obligations hereunder through, any person or entity having any such interest in any entity filming at property of the District.

   The District and Manager specifically agree that Manager's provision to any other school district of other person or entity, of professional services similar to those provided to the District hereunder shall not constitute an actual or potential conflict of interest within the meaning of this Agreement.

   Manager will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this Agreement any and all circumstances existing at such time that pose a potential conflict of interest.
   Manager warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any Agreements with or orders from District, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every Agreement between District and Manager.

Should a conflict of interest issue arise, Manager agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.

Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the District may have.

6. **Equal Opportunity Employment** - It is the policy of the District that, in connection with all work performed under District Agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition, and therefore the Manager agrees to comply with applicable Federal and state laws. In addition, the Manager agrees to require like compliance by all Sub consultants employed in connection with this agreement.

7. **Indemnification:**

   7.1. **By Manager:** Manager shall indemnify, defend and hold District (its board members, affiliates, subsidiaries, directors, officers, partners, members, employees and agents, and the directors, officers, partners, members, employees and agents of partners of District, and their respective successors, assigns, heirs and personal representatives) harmless from and against any and all liability, loss, cost, expense, damage and reasonable attorneys' fees (collectively, "Damages") resulting from or arising out of any negligent acts or omissions, and/or willful misconduct of Manager or its officers, agents or employees.

   7.2. **By District:** District shall indemnify, defend and hold Manager (its subsidiaries, affiliates, partners, officers, members, employees and agents, and the directors, officers, partners, members, employees and agents of partners of Manager, and their respective successors, assigns, and personal representatives) harmless from and against any and all Damages resulting from or arising out of any negligent acts or omissions, and/or willful misconduct of District or its directors, officers, employees or agents (except Manager).

8. **Assignability:**

   8.1. The parties hereto agree that Manager shall not assign or otherwise delegate its rights, duties and obligations under this Agreement without the prior written consent of District, which consent shall be granted or withheld in District's sole discretion. In the event Manager contemplates an assignment of all or a portion of its rights, duties or obligations under this Agreement, Manager shall give District notice ("Intention of Assignment Notice") of such contemplated assignment, whether or not the terms of such assignment have been determined. Upon receipt of such Intention of Assignment Notice, District shall have the option to terminate this Agreement by providing Manager with thirty (30) days written notice; provided, however, Manager reserves the right, upon District's election to terminate this Agreement, to rescind its Intention of Assignment Notice by providing written notice to District of such rescission within ten (10) days after receipt of District's termination notice, in which event this Agreement shall remain in full force and effect.

   8.2. This Agreement shall be binding on and inure to the benefit of District's successors and assigns.

9. **Licensing: -** The Manager shall comply with all applicable laws and regulations governing the Manager's performance of services hereunder, including without limitation any and all applicable licensing requirements and shall at District's request provide evidence of such compliance satisfactory to District.

10. **Failure to provide prompt, efficient and thorough service** – Because time is of the essence, the District, in its sole discretion, deems the Manager is unwilling to perform or provide prompt, efficient service or otherwise fails to comply with the terms of this Agreement or fails to complete the services stipulated in Exhibit A with the time limits provided herein, the District shall have the right to terminate or cancel this Agreement, within five (5) days and take possession of any items related to this Project and/or Work and proceed in accordance with the provisions below governing suspension or termination of Agreement.

11. **Termination: -** This Agreement and all rights and obligations hereunder, may be terminated at the election of either party upon the occurrence of any of the following:

    11.1. By either party with thirty (30) days prior written notice to the other party,

    11.2. Immediately by District if (i) Manager or a key executive of Manager or employee of Manager is convicted of a felony relating to its activities hereunder, or (ii) Manager, an employee of manager, or a key executive of Manager commits a material fraud, embezzlement, willful misconduct or defalcation relating to its activities hereunder.

    11.3. Immediately by one party in the event the other party qualifies for or is subject to bankruptcy or any bankruptcy proceedings which are not dismissed or stayed within sixty (60) days.

    11.4 Immediately by either party if this Agreement or the activities hereunder, including but not limited to past, current or proposed Production Events, are prohibited by law or administrative regulation.

    11.5. Termination of this Agreement by either party under the provisions of this Section 14 hereof shall not be exclusive of any other remedy which the party exercising such right of termination may have, at law or in equity, as a consequence of the acts giving rise to such right of termination.

    11.6. Upon termination of this Agreement, for any reason, Manager shall promptly, without necessity of demand or notice, deliver the following to District, or District's appointed agent on the effective date of expiration or termination, or, if this Agreement is terminated immediately for cause, within thirty (30) days of such termination: (i) a final accounting reflecting the Gross Revenues as of the date of termination; (ii) any balance of monies, as verified by the final accounting described in clause (i), above, remaining in the Account, together with any other monies of District held by Manager with respect to the District Properties; and (iii) all items, files, records or documents of any kind, including but not limited to, contracts, warranties, promotional materials, bank statements, correspondence, receipts, paid and unpaid bills or invoices. The obligation of Manager to deliver the foregoing shall survive the termination of this Agreement.

    11.7. Manager shall, for a period of one hundred and twenty (120) days after the termination of this Agreement, and for such further period as may be necessary, make itself available to consult with and advise District, or such other person or persons as may be designated by District, regarding the coordination, negotiation, and monitoring of Production Events at any or all of the District Properties.

11.8. Termination Payments — The payments, if any, made to Manager pursuant to this Agreement shall be Manager's sole and exclusive compensation and District shall have no liability to Manager for any other compensation or damages, including without limitation anticipated profit prospective losses, or consequential damages of any kind.

11.9. Work Product — Any provision to the contrary in this Agreement notwithstanding, no payment shall be due the Manager following termination of this Agreement unless and until the Manager provides the District with all documents, materials and work produced to date under this Agreement.

12. Invalidity: - Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision of the remaining provisions of this Agreement.

13. Limitation of Liability: - No party shall be liable to the other party for any indirect, consequential or special damages of the other party, and each party hereby waives any and all such claims for its own indirect, special or consequential damages arising from any breach of this Agreement.

14. District Properties' Name, Signage and Logos: - The use of the name of any of the District Properties used in connection with the filming at such District Properties, including any advertisement or marketing promotion shall be approved in writing by District, which approval shall be granted or withheld in District's sole discretion prior to use.

15. Notices: - All notices under this Agreement shall be in writing and shall be deemed received upon personal delivery thereof, twenty-four (24) hours after overnight courier (fare prepaid) or legible facsimile transmission with overnight courier follow-up, or forty-eight (48) hours after deposit in the United States Mail, certified or registered mail, return receipt requested, to the parties as follows:

District: **Burbank Unified School District**
1900 West Olive Avenue
Burbank, CA 91506
Fax No: (818)729-4473
Attn: Assistant Superintendent, Administrative Services

and:

Manager: **FilmLA**
6255 W. Sunset Blvd, 12th Floor
Los Angeles, CA 90028
Attn: Paul Audley, President
Email: paudley@filmla.com

16. Governing Law and Severability: - The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of California. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

17. Entire Agreement/Amendment: - This Agreement and any exhibits attached hereto constitute the entire agreement between the parties to the Agreement and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this Agreement and approved as required by California law and District policy.

18. Right to Audit: - The Manager shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information necessary to verify the scope or charges for any services provided under this Agreement. The Manager understands and agrees that the District has the right to review documents and work in progress and to audit financial and other records pertaining to the performance of the work under this Agreement, whether such records were prepared by the Manager or anyone else associated with the work. At any time prior to the date which is three (3) years following final payment under this Agreement, the Manager shall provide the District, at the District's reasonable expense, a copy of all such records within five (5) business days of a written request from the District. At any time prior to the date which is three (3) years following final payment under the Agreement, the District's rights shall also include access at reasonable times to the Manager's facilities for the purpose of interviewing employees and inspecting and copying (at the District's reasonable expense) such books, records, accounts and other material which may be relevant to a matter under investigation. The Manager shall, at no cost to the District, furnish reasonable facilities and assistance for such review and audit. The Manager's failure to provide records or access within the time requested shall preclude the Manager from receiving any payment due under the Agreement until such documents are provided and shall preclude the Manager from receiving any reimbursement from District of any such copying charges. The Manager agrees to maintain such records for a period of three (3) years following final payment under the Agreement. Reimbursement - To the extent that an audit by the District, the District's independent auditors, or a designee of any of them, discloses excess charges inaccurately or improperly attributed to this Agreement by the Manager, Manager agrees to remit the amount of the overpayment to the District within five (5) days after demand.

19. No Third Parties: - Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against the District or Manager.

20. Change of Legal Entity or Change of Identity: - If any change occurs in the legal entity of the Manager's organization, the Manager shall immediately report such change to the District. The District shall then have the right to terminate or cancel this Agreement, take the work products of this Agreement and pay in accordance with the provisions under Suspension or Termination of Agreement.

21. Dispute Resolution: - Any claim, dispute or other matter in question (collectively, "claim") arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration. Any claim not resolved by mediation shall be resolved by arbitration in Los Angeles, California, before a single arbitrator, who shall be an attorney, in accordance with the rules of the American Arbitration Association currently in effect. Joinder of persons not parties to this Agreement is hereby expressly permitted. The parties to any arbitration shall have the right to conduct discovery pursuant to the California Civil Discovery Act of 1986. The award entered by the arbitrator shall be final, non-binding.

22. Anti-discrimination: - It is the policy of the District that in connection with all services rendered under District Agreements there be no discrimination against any prospective or active employee engaged in such services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including without limitation HIV and AIDS), mental disability, medical condition, age, marital status, sexual orientation, political belief or affiliation, or to deny family care

leave, therefore the Manager agrees to comply with applicable Federal and California laws including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of *1975;* Rehabilitation Act of 1973 (Section *504);* and the California Fair Employment Practice and Housing Act codified in Government Code Sections 12900 to 12996; and Labor Code Section 1735. In addition, the Manager agrees to require like compliance by all consultants and Sub consultants employed by the Manager under the Agreement.

23. Publicity: - The Manager shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify the District or its facilities with respect to this Agreement or any party's duties or benefits hereunder without the prior written consent of the District, which may be withheld in its sole discretion. The Manager shall treat all information and data acquired by it in connection with services hereunder as strictly confidential and shall not disclose same to any other person or entity unless authorized in writing by the District to do so.

24. District Approvals: - Approvals or authorization provided for in this Agreement to be given by the District must be given in writing. Any District review or approval of any submissions from Manager in any medium is for general conformance with the District's requirements, and shall not relieve the Manager of its responsibility for performing services under this Agreement in conformity with the legally mandated standard of care and the terms and conditions of this Agreement.

25. Waiver: - Provisions of this Agreement may be waived by District only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The District's approval, acceptance use or payment for any part of the Manager's services shall not in any way alter the Manager's obligations, or waive any of the District's rights, under this Agreement.

Exhibit D
Insurance Requirements

1. Policies, Coverage and Amounts: Manager shall obtain the following policies and coverage. The insurance furnished by the Manager under this Section shall provide coverage in amounts not less than the following:

1.1 Commercial General Liability Insurance: on an occurrence basis, covering work done or to be done by or on behalf of the Manager and providing insurance for bodily injury, personal injury, property damage, and contractual liability for the Scope of Work. The aggregate limit shall apply separately to the work. Limits of Liability:

$2,000,000 per occurrence for bodily injury and property damage
$100,000 fire damage
$5,000 medical expenses
$1,000,000 personal and advertising injury
$2,000,000 general aggregate
$2,000,000 completed operations and products aggregate

1.2 Business Automobile Liability Insurance: on an occurrence basis, covering owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Manager and providing insurance for bodily injury, property damage, and contractual liability. Limits of Liability:

$ 1,000,000.00 Each Accident-combined single limit for bodily injury and property damage.

1.3 Workers' Compensation: as required under California law, including Employers Liability limits of $1,000,000.00

1.4 Fidelity Bond (including Faithful Performance of Duty, Depositors Forgery, Computer Fraud and Funds Transfer Fraud): on a blanket basis covering Manager and all of Manager's employees who have access to or are responsible for the handling of the District's funds in the amount of Fifty Thousand Dollars *($50,000)* (or in such increased amount as District shall reasonably request) and having a third-party endorsement, if available, and such deductible as shall be determined from time to time by the District, underwritten by a bonding company selected by Manager and approved by the District.

2. Evidence of Coverage: The Manager shall submit to the District certificates of insurance and original endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the District.

Renewal certifications and endorsements shall be timely filed by the Manager for all coverage until the work is accepted as complete. The District reserves the right to require the Manager to furnish the District complete, certified copies of all required insurance policies. The Manager shall notify the District in writing of any material change in insurance coverage.

3. Insurance Provisions: The insurance policies shall contain, or be endorsed to contain, the following provisions:

3.1 **For the general and automobile liability policies:** the Burbank Unified Unified School District and the Governing Board, their officers, employees, representatives, volunteers, and agents shall be named as additional insured.

3.2 For any claims related to the work, the Manager's insurance coverage shall be primary insurance as respects the Burbank Unified Unified School District and Governing Board, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the Burbank Unified Unified School District and Governing Board of Burbank Unified Unified School District ("Governing Board"), their officers, employees, representatives, volunteers, and agents shall be in excess of the Manager's insurance and shall not contribute with it.

3.3 Each insurance policy required by this Section shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

3.4 Burbank Unified Unified School District and the Governing Board, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insured incur liability to the insurance carriers for payment of premiums for such insurance.

4. Acceptability of Insurers: Insurers shall be admitted by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A-VII or equivalent carrier otherwise acceptable to the District.

5. Miscellaneous:

5.1 Any deductible under any policy of insurance required in this Section shall be Manager's liability (responsibility).

5.2 Acceptance of certificates of insurance by the District shall not limit the Manager's liability under the Agreement.

5.3 In the event the Manager does not comply with these insurance requirements, the District may, at its option, provide insurance coverage to protect the District. The Manager shall pay the cost of the insurance and, if prompt payment is not received by the insurance carrier from the Manager, the District may pay for the insurance from agreement sums otherwise due the Manager.

5.4 If the District is damaged by the failure of Manager to provide or maintain the required insurance, the Manager shall pay the District for all such damages.

5.5 The Manager's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

5.6 Failure to maintain the insurance and furnish the required certificates or policies may be considered a breach of Agreement by the Manager and the District may terminate the contact without waiver of any other remedy it may have.

Attachment 1
District Properties

Elementary Schools:

Walt Disney
1220 West Orange Grove Avenue
Burbank, CA 91506

Thomas Edison
2110 West Chestnut Street
Burbank, CA 91506\

Ralph Emerson
720 East Cypress Avenue
Burbank, CA 91501

Bret Harte
3200 West Jeffries Avenue
Burbank, CA 91506

Thomas Jefferson
1900 N. Sixth Street
Burbank, CA 91504

William McKinley
349 West Valencia Avenue
Burbank, CA 91506

Joaquin Miller
720 East Providencia Avenue
Burbank, CA 91501

Providencia
1919 North Ontario Street
Burbank, CA 91505

Theodore Roosevelt
850 North Cordova Street
Burbank, CA 91505

Robert Louis Stevenson
3333 Oak Street
Burbank, CA 91505

George Washington
2322 North Lincoln Street
Burbank, CA 91504

Middle Schools:

Luther Burbank
3700 West Jeffries Avenue
Burbank, CA 91505

David Starr Jordan
420 South Mariposa Street
Burbank,CA 91506

John Muir
1111 North Kenneth Road
Burbank, CA 91504

High Schools:

Burbank High
902 N. Third Street
Burbank,CA 91502

John Burroughs High School
1920 Clark Avenue
Burbank, CA 91506

Monterey High School
1915 Monterey Avenue
Burbank, CA 91506

Other Properties:

District Office
1900 West Olive Avenue
Burbank, CA 91506

Facilities Services
510 South Shelton Street
Burbank, CA 91506

Horace Mann
3401 Scott Road
Burbank, CA 91504

Burbank Adult School
3811 Allan Avenue
Burbank, CA 91505

Community Day School
223 E. Santa Anita Avenue
Burbank, CA 91502

Attachment 2
FORM OF PROEDUCTION LICENSE

BURBANK UNIFIED SCHOOL DISTRICT
LICENSE AGREEMENT FOR USE OF PREMISES

PART I: BASIC LICENSE INFORMATION

_____ Filming or Parking

DATE: _____ BURBANK CITY PERMIT #:_____

LICENSEE: NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

TELEPHONE: _____ MOBILE: _____

FAX: _____

PRODUCTION TITLE: _____

PRODUCTION TYPE: _____

PRODUCER: _____

DIRECTOR: _____

NO. OF CREW: _____ CAST: _____ EXTRAS: _____

LG.TRUCKS: _____ OTHERTRUCKS: _____ VANS: _____

MTR. HMS./DR. RMS: _____ GENERATORS: _____ CAMERA CARS:_____

PlC. VEHICLES: _____CAST/CREW CARS:_____

LICENSE TERM: _____

SCHOOL: NAME: _____

ADDRESS: _____

PRINCIPAL:_____

GENERAL LICENSE AREA: _____

SPECIFIC LICENSE AREAS/ACTIVITIES:

Description of Area 1:

Date/Time:

Activity:

Special Conditions:

Description of Area 2:

Date/Time:

Activity:

Special Conditions:

Description of Area 3:

Date/Time:

Activity:

Special Conditions:

_____

☐ Check here if additional areas have been added on separate sheet(s).

LICENSE FEES:

Site Day(s)	@ $ _____	x_____	= $_____
+OT	@ $ _____	x_____	= $_____
Personnel Hours	@ $_____	x_____	= $_____
Parking	@ $_____	x_____	= $_____
+OT	@ $_____	x_____	= $_____
			TOTAL= $_____

DEPOSIT COLLECTED: $ _____

PART II: STANDARD TERMS AND CONDITIONS

This License Agreement for Use of Premises (Agreement") is made and entered into on the above date by and between the Burbank Unified School District ("Licensor"), and the above-named Licensee ('Licensee"), subject to and on the terms and conditions hereinafter set forth.

1. **Grant of License.** In consideration of the payment of the License Fee and the performance of the covenants and conditions contained in this Agreement, Licensor hereby grants to Licensee a non-exclusive license to use the License Area during the License Term subject to and on the terms and conditions set forth herein. The License granted hereunder shall include non-exclusive rights of ingress and egress as reasonably necessary to use the License Area, with the path of travel to be determined from time to time in the sole and entire discretion of Licensor; use of such path of travel shall be limited to ingress and egress only, but for all purposes shall be deemed a part of the License Area.

2. **Use.** Licensee shall have the right to use the License Area for the sole purpose of production of a motion picture (including feature films, television programming, commercials and other media productions) or still photography, during the Term specified above, and for no other purpose and for no other time without the prior written consent of Licensor, which consent may be granted, withheld or conditioned in the sole and absolute discretion of Licensor. Licensee agrees to use the License Area in strict accordance with the terms and conditions set forth herein. Licensee may use only those bathrooms, if any, that Licensor has specifically designated for use by Licensee. Licensee is responsible to provide all necessary signage with respect to the use of the bathrooms. Licensee is to provide all toiletries for any bathroom that it is uses and to maintain them in a clean condition on a daily basis. Licensee understands that the operation of the Licensee's activities on the License Area are secondary to the Licensor's instructional program and no part of the Licensee's operation shall be disruptive, as reasonably determined by Licensor, to the Licensor's instructional program.

3. **Security Deposit.** The Licensee shall deposit with FilmLA, on behalf of the Licensor, in advance for each day of use, the base amount (the "Security Deposit") of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) as security for the performance by Licensee of all terms, covenants and conditions of this Agreement. If Licensee defaults with respect to any provision of this Agreement, including, but not limited to the provisions relating to any payments hereunder, Licensor may, but shall not be required to, use, apply or retain all or any part of the Security Deposit for the payment of any amounts or any other sums in default, or for the payment of any other amount that Licensor may expend or become obligated to expend by reason of Licensee's default. If Licensee is in compliance with the covenants and obligations set forth in this Agreement at a time that is thirty (30) days following the time of both the expiration or termination of this Agreement and Licensee's vacation of the License Area, Licensor or FilmLA as applicable, shall return the balance of the Security Deposit due to Licensee promptly thereafter to the address listed on the License, or to a changed address of which Licensee has notified FilmLA in writing. Licensee agrees that, if the refund check is returned as undeliverable or has not been negotiated within 90 days of mailing, the unrefunded

amount shall constitute part of the License Fee. In the event that the District or FilmLA reasonably determines that, due to the complexity, scope and/or particular locations of Licensee's activities, a heightened risk of damage to Licensor's property reasonably exists, the Security Deposit shall be appropriately increased.

4. **Licensee's Rights to Materials Produced; Indemnity.** All rights of every kind and nature whatsoever in and to all still and motion pictures, photographs and sound recordings made hereunder in connection with use of the License Area by Producer shall be and remain the sole and exclusive property of Producer; including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. The Licensee shall assume all costs arising from the use of patented and copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of said event, and the Licensee agrees to indemnify and save harmless and defend the Licensor and its duly authorized representatives from all damages, costs, and expenses in law or equity, for, or on account of, the use of any patented and copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the Licensee in connection with this License. In this regard, the Licensee's attention is particularly directed to the use of copyrighted music. Neither Licensee nor its successors shall be obligated to make any actual use of any production or photography or of any reference to the License Area or School in any motion picture production or otherwise.

5. **School Name; Pupils.** Licensee shall not use the name (including, without limitation, signs or logos) of the School, BUSD or Burbank Unified School District in the name of its production or in the script, dialogue, photography, publicity or in any of its advertising, and the locations used in the film shall not be identified as belonging to the Burbank Unified School District, nor shall they be identifiable as such by the casual viewer. Licensee shall take reasonable steps to insure that the pupils, the faculty, and the general public are excluded from the area in which it is filming if the Licensee, in its reasonable discretion, determines that anything being filmed might be considered offensive to the pupils. This shall include the language, the actions, and the dress of the actors and actresses. Licensee shall obtain releases from any participants outside of those in the employ of Licensee, including the parents of any minors involved, to protect the Licensor from every claim, liability, or demand which may arise as a result of the filming and use of the film, and as a result of any services rendered in connection with the production and use of the film.

6. **Licensee's Insurance.** Licensee shall provide the following insurance:

(a) Commercial General Liability Insurance:
$2,000,000 per occurrence for bodily injury and property damage
$100,000 fire damage
$5,000 medical expenses
$1,000,000 personal and advertising injury

$2,000,000 general aggregate
$2,000,000 completed operations and products aggregate

(b) Business Automobile Liability Insurance with a minimum combined single limit of $1,000,000.00 per occurrence.

(c) Workers' Compensation Insurance as required by the Labor Code of the State of California, and Employers' Liability Insurance.

Licensor and its Board of Education shall be named an additional insured on all insurance, excluding subparagraph (c), and all of said insurance shall be primary and noncontributing with any other insurance available to Licensee (and other applicable entering party) and shall contain a full waiver of subrogation clause. Licensee shall provide evidence of such insurance upon request of FilmLA or Licensor. Licensee shall cause the insurers to notify Licensor in writing of any requests to terminate said insurance or any intention by the insurer to terminate said insurance. Licensor reserves the right to require other coverage on a case-by-case basis (i.e., aviation, excess automobile and watercraft liability with minimum coverage's of $5,000,000) modify its insurance requirements at any time and Licensee shall modify its insurance coverage to conform to the applicable requirements upon receipt of written notice from FilmLA or Licensee. Licensee shall not do or permit anything to be done in or about the License Area or bring or keep anything therein that would affect or increase the existing rate of any fire or other insurance covering the property upon which the License Area is located, or that would cause a cancellation of any such insurance policy or any provision thereof.

7. As-Is Condition; Surrender Condition. Licensee accepts the License Area 'AS-IS," "WHERE-IS," and "WITH ALL FAULTS" subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Upon the expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to Licensor in the same or better condition as delivered to Licensee, ordinary wear and tear excepted. Licensee, at its sole cost and expense, shall promptly perform and complete any repairs or replacement of any nature or character occasioned or made necessary by reason of the use of the License Area by Licensee.

8. Alterations, Additions, or Improvements. Licensee shall neither make nor allow to be made, nor call upon Licensor to make, any decorations, alterations, additions, or improvements to the License Area or any part thereof (including, without limitation, painting or attaching any fixtures or signs) during the term of this License Agreement without the prior written consent of Licensor, which consent may be conditioned or withheld in the sole and absolute discretion of Licensor. Any items or mailers used by Licensee on the License Area shall be freestanding and shall not be attached to other improvements on the License Area unless otherwise agreed to by Licensor in accordance with this paragraph. Licensor discloses and Licensee understands that any alterations, modification, and improvements to the License Area may be subject to the approval of the California Division of the State Architect. Any alterations, additions, or improvements without the prior written consent of Licensor shall be construed as a breach of this Agreement. If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of Licensor, Licensor shall have the right

to restore the License Area to the condition the License Area were in immediately prior to Licensee's occupancy, and Licensee agrees to reimburse Licensor for its costs incurred thereby within thirty (30) days of Licensee's receipt of Licensor's invoice. The exercise of Licensor's right to restore the License Area shall not excuse Licensee's violation of this paragraph nor shall the exercise waive any other remedy available to Licensor. This paragraph shall survive termination or earlier termination of this Agreement.

9. Safe and Sanitary. Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. If the License Area is part of an operating school, damage, destruction, and excess trash and debris will affect Licensor's ability to conduct the instructional program. Licensee shall not dispose of any material down any drain or into any basin, toilet, bathtub or lavatory or into any storm-drain on the License Area. Licensee shall place plywood or another suitable protection (as approved by Licensee) on all floors and paths through which Licensee is moving furniture, props or other equipment and for all other areas of high traffic. Licensee shall report to Licensor any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the term hereof and that arises out of or is in any way related to Licensee's use of the License Area.

10. Comply with Law. Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area.

11. Signs and Posters. Licensee shall not place any signs, posters, or other printed materials on the inside or the outside of the License Area or any part of the School without the prior written approval of the Principal or Licensor's site administrator. Any such materials affixed to City or County owned property shall be prohibited and shall be deemed a breach of this Agreement.

12. Food, Drinks, Tobacco, Liquor, and Narcotics. Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by Principal and/or Facilities Manager. Licensee shall enforce no smoking on District premise and prohibit the use of profane language, the use of tobacco products, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling, or conducting a lottery. The possession and carrying of firearms and weapons, with the exception of those used as props for the sole purpose of the production event, on Licensee's property shall be prohibited, except for on-duty peace officers or policemen.

13. Use of Other Equipment; Classrooms. The License Fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless expressly identified in this Agreement. If this Agreement expressly includes the use of Licensor's equipment, Licensor does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an "as-is" and "where-is" basis and shall notify Licensor of any damage or destruction of

such equipment. Licensee shall reimburse Licensor for the replacement value of such equipment if the damage or destruction of such equipment occurs during the term hereof and arises out of or is in any way related to Licensee's use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found. Licensee understands that: (1) the students' and the teachers' desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students may not be in a classroom without a supervising adult approved by the Principal; and (6) Licensee may not utilize any portion of the School that is not designated as part of the License Area and those logical pathways necessary for access to and from the License Area.

14. **Announcements.** Licensee shall read or have read the following statement at the beginning of any meeting or other activity which is open to the public held pursuant to this License Agreement: 'Use of these premises has been granted pursuant to the provisions of Sections 17400, et seq., of the Education Code of the State of California; to [insert the full name of Licensee] from the Board of Education of the Burbank Unified School District. The Board of Education does not sponsor or take responsibility, nor does it necessarily endorse any of the activities, statements, or opinions which may be expressed at this meeting or activity." Licensee shall include the above statement in any and all written material, statements, fliers, publications, etc., relating to activities held in connection with this use. This statement must be in type eight (8) points or larger. Licensee shall include this statement in connection with any audio or video dissemination of information concerning the activities to be held pursuant to this License Agreement

15. **Flammables.** Licensee shall obtain the necessary permits from the City or County Fire Department, and shall deliver copies of said permits to FilmLA on behalf of Licensor, prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides.

16. **Emergency Access.** Emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way. Exit doors shall remain unlocked during all hours of operation.

17. **Other Structures; Power and Utility Sources and Electrical Cables; Elevators.** Licensee shall provide its own electrical energy, heat, ventilation, air-conditioning, light, water, telephone and other utilities to be used by Licensee. All utilities brought to the License Area shall be used in compliance with all applicable laws. All power and utility equipment, electrical cords and cables shall be in good and safe condition with no exposed or live parts (i.e., not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered. They shall not lie across vehicle pathways. Power sources for concession stands shall be isolated from contact with the general public by use of fencing, guardrails or enclosures. All electrical equipment installation and operation shall be governed by the regulations contained in the latest edition of the National Electrical Code (NEC) unless otherwise approved by local officials having jurisdiction thereover, which approval shall be recorded in writing and attached to all permits. Copies of all permits shall be delivered to FilmLA on behalf of Licensor prior to

the commencement of this Agreement. Licensee shall not (i) open any access doors, electrical panels, electric switches, switchplates, electric pullboxes, manholes or mechanical enclosures, (ii) permanently cover or conceal any of the foregoing, or (iii) reset, adjust, recalibrate, modify, connect or disconnect any switches, electrical wiring, controls, valves, conduits, ducts, electrical or mechanical equipment or fixtures, doors or window assemblies, plumbing supply, vent, or waste lines, locks, fire protection equipment or decorative assemblies. Licensee shall not use any elevator without the prior written permission of Licensor, the Principal or Licensee's site administrator. In any event, any use of elevators shall be under the supervision of the site administrator or building engineer, and Licensee shall place protective pads in all elevators used to move any furniture, props or other equipment.

18. Persons with Convictions. Licensee shall not allow any person who has been convicted of a sex offense as set forth in Education Code 44010 and a controlled substance offense as set forth in Education Code 44011 or a violent or serious felony as defined in Education Code 45122.1 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4. Licensee represents that, to the best of its knowledge, the License Area will not be used for the commission of any crime; Licensee declares under penalty of perjury that the foregoing statement is true and correct.

SECTION 44010 OF THE CALIFORNIA EDUCATION CODE
"Sex offense"

1. Sex offense,' as used in Sections 44020, 44237, 44346, 44425, 44436, 44836, 45123, and 45304, means any one or more of the offenses listed below:

2. Any offense defined in section 220. 261, 261.5, 262, 264.1, 266, 266j, 267, 285, 286, 288, 288a, 289, 311,1, 311.2, 311.3, 311.4, 311.10, 311.11, 313.1, 647b, 647.6, or former Section 647a, subdivision (a), (b), or (c) of Section 243.4, or subdivision (a) or (d) of Section 647 of the Penal Code.

3. Any offense defined in former subdivision 5 of former Section 647 of the Penal Code repealed by Chapter 560 of the Statutes of 1961, or any offense defined in former subdivision 2 of former section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961, if the offense defined in those sections was committed prior to September 15, 1961, to the same extent that an offense committed prior to that date was a sex offense for the purposes of this section prior to September15, 1961.

4. Any offense defined in Section 314 of the Penal Code committed on or after September 15, 1961.

5. Any offense defined in former subdivision 1 of former Section 311 of the Penal Code repealed by Chapter 2147 of the Statutes of 1961 committed on or after September 7, 1955, and prior to September 15, 1961.

6. Any offense involving lewd and lascivious conduct under Section 272 of the Penal Code committed on or after September 15, 1961.

7. Any offense involving lewd and lascivious conduct under former Section 102 of the Welfare and Institutions Code repealed by Chapter 1616 of the Statutes of 1961, if that offense was committed prior to September 15, 1961, to the same extent that an offense committed prior to that date was a sex offense for the purposes of this section prior to September 15, 1961.

8. Any offense defined in Section 286 or 288a of the Penal Code prior to the effective date of the amendment of either section enacted at the 1975-76 Regular Session of the Legislature committed prior to the effective date of the amendment.

9. Any attempt to commit any of the offenses specified in this section.

10. Any offense committed or attempted in any other state or against the laws of the United States which, if committed or attempted in this state, would have been punishable as one or more of the offenses specified in this section.

11. Any conviction for an offense resulting in the requirement to register as a sex offender pursuant to Section 290 of the Penal Code.

12. Commitment as a mentally disordered sex offender under former Article I (commencing with Section 6300) of Chapter 2 of Part 2 of the Welfare and Institutions Code, as repealed by Chapter 928 of the Statutes of 1981.

19. Waiver; Indemnity.

(a) Licensor shall not be liable for and Licensee hereby waives all claims against Licensor for **loss of business, revenues, profit or** damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due to, in Connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee's employees, agents, invitees, or contractors. Licensor and Licensee hereby agree and acknowledge that the relationship between Licensor and Licensee is solely a Licensor/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of Licensor or as part of Licensor's operations as a school district. The provisions of this Section 3(a) shall not apply to the extent that all or part of the Liabilities (as defined below) is due to the gross negligence or willful misconduct of the Indemnified Parties.

(b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect Licensor, Licensor's Board of Education, FilmLA, and their respective officers, directors, other members, partners, employees, agents, and independent consultants (singularly, "Indemnified Party"; collectively, "Indemnified Parties")

and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) any default by Licensee in the observance or performance of any of the terms, covenants, or conditions of this Agreement on Licensee's part to be observed or performed; (ii) the use, occupancy or control of the License Area by Licensee or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly, "Liability"; collectively, "Liabilities"); and (iii) any claim by a third party that Licensor is responsible for any actions by Licensee in connection with any use or occupancy of the License Area or in any way related to this Agreement. The provisions of this Section 3(b) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties. Notwithstanding anything to the contrary set forth in this Section 18, Licensor shall remain liable for any and all losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by Licensor of the License Area, by any person claiming by, through, or under Licensor or Licensor's employees, agents, contractors, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to, during, or after the expiration of the term of this Agreement. The provisions of this Section 18 shall survive the expiration or earlier termination of this Agreement.

20. Hazardous Materials. Licensee shall not cause or permit any hazardous material, as defined below, to be brought, kept, or used in or about the License Area by Licensee or its agents, employees, contractors, or invitees in violation of said Environmental Laws. At FilmLA's or Licensor's request, Licensee shall provide any and all material safety data sheets for any materials or products that Licensee brings onto or uses on the License Area. Licensee shall not service, fuel or re-fuel any vehicle or equipment on the License Area. Licensee agrees to indemnify, defend (by counsel approved by Licensor), and hold Licensor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses (including without diminution in value of the School and sums paid in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the term of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or groundwater. The provisions of this Section 22 shall survive the expiration or earlier termination of this Agreement.

21. Security. Licensor makes no representations or warranties regarding the safety or security of the License Area. Licensor shall not provide, supervise, or furnish personnel

in connection with personal safety and security of Licensee's employees, invitees, customers, or other persons within and about the License Area. Notwithstanding the foregoing, Licensor and FilmLA shall have the right to employ security guards for the activities contemplated by this Agreement and charge Licensee for the reasonable cost of such services, and Licensor and FilmLA shall have the right to call in the police at any time the Licensor or FilmLA feel it is necessary for the protection of the License Area or the safety or security of persons within and about the License Area.

22. **Assignment.** Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area, and any attempt to do so shall be automatically null and void.

23. **Default by Licensee.** If Licensee fails to perform, fulfill or observe any of the terms, covenants or conditions of this Agreement, FilmLA or Licensor shall give Licensee written notice of such non-compliance. If within 24 hours of Licensee's receipt of such notice, Licensee has not commenced to cure such non-compliance and within 72 hours from Licensee's receipt of such notice, Licensee has not completely cured such default, then Licensee shall be in default of this Agreement. The 72 hour cure period may be extended in the sole and absolute discretion of Licensor. In the event of Licensee's default hereunder, Licensor may terminate this Agreement whereupon the Term of this Agreement shall expire, and Licensee shall quit and surrender the License Area to Licensor. It is further agreed that in no event shall the time within which a default may be cured hereunder extend beyond 72 hours from Licensee's receipt of such notice except as granted, in writing, by Licensor. If a default shall be made under any provision of this Agreement, Licensor may reenter the License Area, take possession thereof, and remove all persons there from. If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to Licensor at law, Licensee hereby agrees that Licensor shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to Licensor's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease. Notwithstanding anything herein to the contrary, Licensor and FilmLA shall have the right to cancel and terminate this Agreement, immediately and without notice, upon the discovery of a violation of any term, condition, or provision of this Agreement on the part of the Licensee that may, in FilmLA or Licensor's discretion, jeopardize the health, safety, or welfare of the License Area or the occupants thereof. Notwithstanding anything to the contrary contained herein, Licensor shall have no right to enjoin or restrain the exhibition, distribution, advertising, exploitation and/or marketing of the production as a result of a default by Licensee under this Agreement; provided, however, the foregoing limitation shall in no way restrict, diminish or impair Licensor's right to seek monetary damages of any kind for any default by Licensee of any of the terms and provisions of this License, any such right to monetary damage hereby being hereby expressly reserved by Licensor.

24. **Natural Disaster; Civil Unrest**. Licensee agrees that an event of fire or other casualty, circumstances related to natural disasters or civil unrest, or requirements of governmental or quasi-governmental agency may necessitate the termination of this Agreement. If the License Area is determined to be structurally or mechanically unsound or to pose a danger to occupants in Licensor's sole and absolute discretion, or if access to the facility is required for use by Licensor pursuant to any such circumstances or in order to make necessary or advisable repairs, this Agreement shall be terminable immediately upon delivery of written notice to Licensee. In the event this Agreement is terminated pursuant to this provision, Licensee shall be entitled to the refund of that portion of the License Fee applicable to the period that the License Area is not available for use by Licensee.

LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECOURSE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION.

25. **Severability; Section Headings.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.

26. **Time of Essence.** TIME IS OF THE ESSENCE OF ALL OBLIGATIONS OF THE PARTIES HEREUNDER.

27. **Entire Agreement.** All prior understandings and agreements between the parties or other third parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.

28. **Modification or Amendment.** This Agreement may not be altered, modified, amended, waived or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such alteration, modification, amendment, waiver or termination is sought.

29. **Legal Actions.** If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, Licensor shall not be liable to Licensee for consequential damages incurred in connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

30. **Absence of Waiver.** No waiver by Licensor or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by Licensor or Licensee of the same or any other provision.

31. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity.

32. **Licensor's Right of Entry.** FilmLA, Licensor and Licensor's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as Licensor may deem necessary or desirable, to protect any and all rights of Licensor and to post such reasonable notices as Licensor may desire to protect Licensor's rights.

33. **Facsimile Transmission.** Any executed copies of this Agreement and all related documents may be executed and delivered by facsimile transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to this Agreement hereby warrant and represent that any document which they deliver by facsimile transmission shall be a true and correct copy of the original document. All parties hereby agree that when delivery of a document is affected by a facsimile transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

34. Representations; Warranties. Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

35. Governing Law. This Agreement shall be governed by the laws of the State of California. This License is issued in accordance with the provisions of the Education Code of the State of California.

36. Notices. All notices required by this Agreement shall be in writing and delivered to the addresses set forth as follows:

If to FilmLA:

FilmLA
6255 W. Sunset Blvd, 12th Floor
Hollywood, CA 90028
Attn: Paul Audley, President
Email: paudley@filmla.com
Phone: (213) 977-8600

If to Licensor:

Burbank Unified School District
1900 West Olive Avenue Burbank, California 91506
Attn: Assistant Superintendent, Administrative Services
Phone: (818) 729-4473
Fax: (818) 729-4573

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending telecopier and a hard copy deposited in the U.S. mail within two (2) days of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. Licensor and Licensee agree that notices may be given hereunder by the parties' respective legal counsel and that, if any communication is to be given hereunder by Licensor's or Licensee's counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals' legal counsel.

37. Cancellation. Fees collected for event that have a fully executed license agreement and are cancelled less than 30 days prior to the date of the event, the group will forfeit 100% of all collected fees. Fees collected for events that have a fully executed license agreement that are cancelled more than 30 days prior to the date of the event, the group will forfeit 50% of the collected fees.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Licensor and the Licensee have executed this License as of the date set forth above.

LICENSOR

SCHOOL DISTRICT: BURBANK UNIFIED SCHOOL DISTRICT a school district duly organized and existing under the laws of the State of California

Date:_____

By:_____

Name:_____

Title:_____

LICENSEE

_____

_____

_____

Date:_____

By:_____

Name:_____

Title:_____

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:	June 6, 2019
SUBJECT:	Approval of the Disposal of Obsolete Equipment

Background:
According to Education Code 17546, without advertising for bids, the Board may sell property that does not exceed $2,500 in value to agencies of federal, state, or local government, to any other school district, or to any agency eligible under the federal surplus property law (40 U.S.C., Section 484(j)(3)).

If the Board unanimously find that the value of the property is insufficient to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the Board or may be disposed of in the local public dump. (Education Code 17546)

Discussion/Issues:
The attached list of equipment and vehicles will be sent out for auction.

Fiscal Impact
None

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the disposal of the obsolete equipment, effective June 7, 2019, as presented.

Trade-In Devices to Apple

Name	Model	Serial	Tag	Trade-in Value
iPad Mini	A1432	F4KKK19DF193	T23046	$34.00
iPad	A1219	V5102A69Z38	T04399	$0.00 (Recycle)
iPad	A1219	GB102XNHZ38	024711	$0.00 (Recycle)
iPad 2	A1395	DN6G7VB1DFHY	037369	$24.00
iPad 2	A1395	DN6G7ZX6DFHY	037350	$24.00
iPad 2	A1395	DN6G7V9YDFHY	037345	$24.00
iPad 2	A1395	DN6G7TH4DFHY	037368	$24.00
iPad 2	A1395	DN6G7JUPDFHY	029672	$24.00
iPad 2	A1395	DN6G7VLUDFHY	037363	$24.00
iPad 2	A1395	DLXFHK23DFHW	029673	$24.00
iPad 2	A1395	DN6G7XD0DFHY	037370	$24.00
iPad 2	A1395	DLXFPN37DFHW	029681	$24.00
iPad 2	A1395	DN6G7SCJDFHY	037362	$24.00
iPad 3	A1416	DLXH87JNDJ8R	030397	$24.00
iPad 3	A1416	DN6H61U2DJ8R	030402	$24.00

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:	Kathy Sessinghaus, Director of Food Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, Melissa Manning, Registered Dietician Consultant (Cafeteria Fund)

Background:
Food Services currently uses Melissa Manning, Registered Dietician, to provide the Food Service Department with consultation services. The Los Angeles County Office of Education (LACOE) requires that any services paid out of object code 5850 requires a Duly Signed Contract with Board Approval. Object code 5850 refers to Non Instructional Consultants/Independent Contractors.

Discussion/Issues:
Melissa Manning will provide one-on-one consulting to discuss the development of the menus, create and analyze recipes to ensure that they conform to the USDA meal pattern requirements and nutritional guidelines.

Fiscal Impact:
Total cost for Dietician Consulting not to exceed $4,000.00 annually.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and Melissa Manning, Registered Dietician, to provide consulting services in the development of menus, effective July 1, 2019 through June 30, 2020, not to exceed $4,000 (13.0-53100.0-00000-37000-5850-7490000) (Cafeteria Fund), 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 1st of July by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Melissa Manning hereinafter referred to as "Consultant."

Payee's Name Melissa Manning Daytime Phone Number _____ Email Address _____

Mailing Address: _____

Sponsoring Administrator: Kathy Sessinghaus, Director of Food Services

Board Approval: June 6, 2019

Account Code: 13.0-53100.0-00000-5850-7490000

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 $ 4,000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 07/01/2019 and terminating on 06/30/20 .
3. Payment Terms: _____
4. Consultant will provide the following services:

   Registered Dietician for the Food Service Department. Analyses, Recipes, meal pattern requirements and nutritional requirements.

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.

_____ _____

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 Appro
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
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Kathy Sessinghaus, Director of Food Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 6, 2019
SUBJECT:	Approval of Agreement for Professional Services, San Gabriel Valley Food Services Cooperative Purchasing Group

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Background:
The Food Service department has been a member of the San Gabriel Valley Cooperative since 2015. The Cooperative is a group of independent school food service directors from Los Angeles County/San Gabriel Valley who have agreed to purchase perishable and staple foods, supplies and United States Department of Agriculture (USDA) commodities in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP).

Discussion/Issues:
The benefits for being a member of the Cooperative are to actively seek the best products, customer service and pricing for each school district by mutually determining the needs of everyone involved. The members additionally share ideas and suggestions for the benefit of the group.

Fiscal Impact
The San Gabriel Valley Cooperative does not charge a fee to its members.

Recommendation:
David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the membership agreement between Burbank Unified School District and the San Gabriel Valley Food Services Cooperative Purchasing Group, effective July 1, 2019 through June 30, 2020, at no cost to the District, and that authority to sign the contract pursuant to BUSD—AR 3314, as presented.

SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP
ANNUAL MEMBERSHIP AGREEMENT

DEFINITION: A group of independent school food service directors from Los Angeles County/San Gabriel Valley who have agreed to purchase perishable and staple foods, supplies and USDA commodities in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP). The group is referred to as the "San Gabriel Cooperative Purchasing Group" and/or the "San Gabriel Co-Op," herein after referred to as the Co-Op.

RULES & GUIDELINES:

1. The Co-Op meets as needed, to mutually determine items to bid and purchase cooperatively and to assign specific tasks to each member.

2. The Co-Op agrees to share ideas and suggestions and compromise for the benefit of the group.

3. The Co-Op limits membership to independent school food service directors who are in the same geographic proximity. Prospective new members must submit, in writing, a request to join the Co-Op. The prospective new member must demonstrate a willingness to accept the Co-Op's goals, rules, and guidelines and will be approved to join by a three-quarters majority vote of membership.

4. Active membership is required. Active membership is defined as attending at least ¾ of all meetings of the Co-Op and assisting with the procurement of goods for maximum mutual benefit. Members are to be punctual for meetings and notify the chairperson if unable to attend. Attendance is expected with exception of extenuating circumstances; in such case a substitute representative is preferred.

5. Written approval from the Board of Education or Superintendent or designee of the respective school district, is required for membership in the Co-Op and be automatically renewed on an annual basis.

6. A chairperson is appointed for a minimum of one school year. The chairperson conducts meetings, keeps order, coordinates functions, and plans the agenda. The chairperson maintains official membership and purchasing documentation. The chairperson (or a designee) will serve as lead representative to the Super Co-Op Governing Council.

7. A co-chairperson is appointed for a minimum of one school year. The co-chairperson assists the chairperson in all aspects of the duties, in preparation for assuming the chairperson position in the following year.

8. A secretary is appointed for a minimum of one school year. The secretary takes and sends the minutes prior to the next scheduled meeting.

9. In the event a district determines its membership in the Co-Op is no longer desirable, the district may submit to the Co-Op, in writing, its intent to withdraw from the Co-Op. The Co-Op will expect the district to honor its obligations with respect to any bids and/or bid/RFP awards made prior to receiving the letter of intent to withdraw. After all obligations have been met, the district will be considered dropped from the Co-Op. Notice received by November 1 of the current year will take effect July 1 of the following year.

10. In the event that a district does not contribute to the Co-Op in attendance or division of workload, the district may be terminated by a three-quarters majority vote of membership.

11. Any district may be terminated by a three-quarters majority vote of the membership. In the event that a member is terminated by a three-quarters majority vote of the membership, the member will be notifie

by the chairperson, in writing of such action. The Co-Op will expect the member district to honor its obligations with respect to any purchasing awards made prior to termination.

12. Vendors are not allowed to attend the Co-Op meetings. With the majority vote, meetings may be arranged to include vendors and/or guests.

13. It is understood that each of the participating districts shall have the obligation of either joining in or not joining in the purchase of any items upon which purchasing documents are composed. Written notification must be submitted prior to advertising, item selection, quantities and terms of shipment have been determined for that purchasing document. All District directors must make a conscientious effort to purchase only the approved bid/RFP items.

14. Bids are handled by the member assigned to that bid/RFP with mutual help and agreement on final bid/RFP and award. Questions on bid/RFP items are directed to that member.

15. All communications with vendors concerning specific purchasing documents (i.e. invitation for bid, request for proposal, etc.) should be conducted by the chairperson or designated representative (appointed to handle the specific purchasing documents) as agreed upon by the Co-Op members.

16. Once the purchasing specifications have been prepared and approved by the majority of the Co-Op, no changes will be made unless approved by the majority of members.

17. No member is allowed to withdraw from his or her obligation to honor the IFB/RFP once the IFB/RFP has closed. Members are, however, allowed to withdraw from his or her obligation to honor a piggy backed bid prior to annual commitment with a written request addressed to the chairperson of the Co-Op pending majority vote of the members.

18. In the case of an IFB or RFP the Co-Op shall award the IFB to the lowest responsible bidder or award the RFP to the best responsible bidder based on the criteria specified in the RFB in each particular category or class, as determined by the majority of members. The resulting contract shall be approved by one of the participating district's Board of Education or the Board of Education of the chair person on behalf of the Co-Op.

19. The cost of advertising and any other costs associated with the bid/RFP shall be rotated between the participating districts.

20. Each participating school district shall issue its respective purchase orders. The participating district shall be billed and make payment to vendors individually for their respective portion of purchases made hereunder. Under no circumstances shall any district be responsible for payment on account of another participating district's purchase hereunder.

21. In the event that any dispute arises between individual participating school districts and a successful bidder, the same shall be handled by and between the individual school district and the bidder/vendor.

22. These bylaws can be amended by a three quarters majority vote of the membership and should be reviewed annually at the first Co-Op meeting of the fiscal year.

I agree to the above rules and regulations. I understand that failure to comply with any of the above rules/regulations may result in termination from the San Gabriel Valley Food Services Cooperative Purchasing Group.

Name: _____Title: __Assistant Superintendent_____Date: _____

District: Burbank Unified School District_____

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:	Kathy Yaeger, Senior Administrative Assistant
SUBMITTED BY:	Kathy Yaeger, Senior Administrative Assistant
DATE:	June 6, 2019
SUBJECT:	Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)

Background:
The parking lot located behind Providencia Elementary School (accessed from Pacific Avenue) contains a total of 84 parking spaces. Providence Health Center has leased 20 of these parking spaces from October 1, 2016 through June 30, 2018. On April 16, 2018, Providence Health informed the District that they did not wish to extend the lease past June 30, 2018. On August 15, 2013, the Board of Education approved a lease agreement for 40 of the Providencia parking spaces with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. On April 18, 2018, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. expressed the desire to add to their lease the 20 parking spaces vacated by Providence Health. Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., has elected to extend the lease of the parking spaces annually for the last five years.

Discussion/Issues:
The terms of the lease agreement with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for 40 parking spaces located on the back half of the parking lot behind Providencia Elementary School (accessed from Pacific Avenue), were originally Board approved for eleven months from August 1, 2013 to June 30, 2014. This agreement may be extended on a year-to-year basis upon the written request of Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., and approval of the Board of Education. The Board shall not be under any obligation to grant a request for renewal. This agreement may be terminated by a sixty (60) day written notice given by either party without liability. The Board of Education approved the Renewal to Lease Agreement #5 on June 7, 2018, extending the terms of the lease to June 30, 2019. On April 8, 2019, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. submitted a written request to extend the lease agreement from July 1, 2019 to June 30, 2020.

Fiscal Impact:
The original terms of the lease agreement were for 40 spaces at $2,400 per month due the first of each month. The lease agreement provided for an increase at the rate of 5% per annum, each July 1. The renewal to the lease agreement #5 increased the rent to $4,594.60 per month for 60 parking spaces. The renewal to the lease agreement #6 for the term of July 1, 2019 to June 30, 2020 with the 5% increase is $4,824.33 per month for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013). If any rental payment is not received by the District within five (5) days after the due date, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. shall pay the District a late charge equal to six percent (6%) of the overdue amount.

Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #6 between Burbank Unified School District and Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for use of 60 parking spaces located behind Providencia Elementary School (accessed from Pacific Avenue). The renewal includes the following amendments: (1) extend the term of the lease through June 30, 2020, and (2) increase the monthly fee by 5% in accordance with the agreement from $4,594.60 to $4,824.33 for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT – RENEWAL TO LEASE AGREEMENT

This Renewal to Lease Agreement ("Agreement") dated July 1, 2019, is made by and between the BURBANK UNIFIED SCHOOL DISTRICT ("District") and Deluxe Media Inc. f/k/a Deluxe Digital Studios Inc. ("Lessee").

RENEWAL TO LEASE AGREEMENT #6

The following changes to the Agreement become effective when this Renewal to Lease Agreement #6 is fully signed:

ITEM #1: Extends the terms of the lease through June 30, 2020
ITEM #2: Increases the monthly rental fee to $4,824.33 for 60 parking spaces

The individuals executing this Renewal to Lease Agreement on behalf of the respective party represent and warrant that each is fully authorized and legally capable of executing this Renewal to Lease Agreement on behalf of the respective party and that such execution is binding upon such party.

Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc.	Burbank Unified School District
By: _____	By: _____
Name: _____	Name: David L. Jaynes
Title: _____	Title: Assistant Superintendent, Administrative Services
Date: _____	Date: _____

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: John Paramo, Director, Secondary Education

PREPARED BY: Emilio Urioste, Director, Adult Education

SUBMITTED BY: Laura Erisman, Administrative Secretary

DATE: June 6, 2019

SUBJECT: Approval of Memorandum of Understanding (MOU)

Background

Burbank Adult School (BAS) has received funding through the Workforce Innovation and Opportunity Act of 2014 (WIOA) for 2018-19 and applied for funding for 2019-20. The requirement for the funding stipulates that a memorandum of understanding (MOU) be developed and executed between BAS and the Local Workforce Development Board representing a collaborative partnership that promotes delivery of service to adults. Phase II of the MOU was approved by the Board of Education on August 17, 2017.

District-wide Goals for 2018-2019:

5. Expand programs to prepare students for college, post secondary education, training, and/or the workplace from preschool through adult education.

Discussion/Issues

The Verdugo Workforce Development Board was notified by the State of California Employment Development Department of new directives regarding MOU requirements. The new directive added the requirement that every America's Job Centers of California (AJCC) must have an access and accommodations line to ensure physical and programmatic access by individuals with disabilities. Additionally, it requires an annual review of infrastructure costs to the AJCC, and in case of significant changes, must be updated annually. The complete MOU (Phase I and II) must be reviewed and updated every three years.

Fiscal Implications

There are no costed associated with Phase II of the agreement.

Recommendations

John Paramo, Director, Secondary Education, recommends that the Board of Education approve the Memorandum of Understanding (MOU) agreement between the Burbank Unified School District, Burbank Adult School, and the City of Glendale (City), a California municipal corporation on behalf of the Verdugo Workforce Development Board, for the period covering July 1, 2019 to June 30, 2022, or until terminated by repeal of the Workforce Innovation and Opportunity Act and that authority to sign the application be exercised pursuant to BUSD – AR 3314.

PHASE II
Second Amendment to

MEMORANDUM OF UNDERSTANDING

Between the
Verdugo Workforce Development Board and Local Partners

2019

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1. PROCESS AND DEVELOPMENT

This "Phase II Second Amendment to Memorandum of Understanding Between VWDB and Local Partners" (this "Phase II MOU") amends that certain "Phase I Memorandum of Understanding Establishing the Local One-Stop Delivery System and Local Partnership for the America's Job Centers of California of the Verdugo Local Area" executed September 1, 2017, as restated and amended (the "Phase I MOU").

1.1 Phase II Process and Development General Information	
Local Workforce Development Area:	Verdugo
Date Submitted By:	Friday, September 1, 2017 Updated IFA submitted June 30, 2019
Attachment:	Signed Phase I MOU
Term:	September 1, 2017 to September 1, 2020; however colocated AJCC partners may agree to review and revise the IFA on a yearly basis.
1.2 Identification of all AJCC partners, Chief Elected Officials (CEO), and Local Boards participating in the infrastructure and other system costs funding agreements.	
CEOs:	Ara Najarian, Mayor City of Glendale
Local Boards:	Marisol Espinoza Chair, Verdugo Workforce Development Board
AJCC Partners Participating in the Infrastructure Funding Agreement (IFA):	Employment Development Department (Wagner-Peyser), Glendale Youth Alliance (Title I-Youth), Department of Rehabilitation (Title IV) and California Adult Education Program/Glendale Community College
AJCC Partners Participating in the Shared Other System Costs Agreement, once Shared Benefits have been determined	• Community Enhancement Services • City of Burbank, Burbank Workforce Connection • State of California, Employment Development Department - Unemployment Insurance • Glendale Community College District • Verdugo Jobs Center • Burbank Unified School District, Burbank Adult School • Glendale Youth Alliance, Inc. • State of California, Department of Rehabilitation • Los Angeles County, Workforce Development, Aging and Community Services • Cornerstone Solutions, Inc., Job Corps Services (Non-Applicable) • Friends Outside in Los Angeles County • Los Angeles County, Department of Public Social Services • California Adult Education Program (CAEP) / Glendale Community College (GCC)

1.3 Decision Making by Consensus

A. Steps Taken for Partners to Reach Consensus on State Infrastructure Funding Mechanism

The Verdugo Jobs Center ("VJC"), a proud member of the America's Job Centers of California ("AJCC"), consists of local partners (each a "Partner" and collectively "Partners") dedicated to providing exceptional services to youth, job seekers, and local business. This unwavering commitment to service, has been and will continue to be the foundation for decision-making across the Verdugo Workforce Development System.

In alignment with the General Decision Making by Consensus Process (Section 1.3B), an all-partner meeting was held on April 25, 2017. The VWDB Executive Director presented an outline of all infrastructure costs that are currently incurred to operate the VJC. In addition, she presented two scenarios for cost-sharing: 1) costs associated with each partner paying an equal amount; and 2) a prorated cost based on co-location and usage of the VJC. Based on scenario 2, for example, a partner that is co-located would be responsible for a greater share of cost than a partner that is not co-located.

All partners present participated in the review of infrastructure cost and discussion. The Executive Director was able to respond to all questions posed by the partners. Following the discussion, the partners selected scenario 2, prorated share of cost method. All partners expressed understanding that their share of cost may change in the future, once the system benefit is determined for non-collocated partners. The benefits cost evaluation method will be reevaluated, presented to the Partners again in an all-partner meeting, and the General Decision Making process (Section 1.3B) will be followed to ensure consensus is reached.

B. General Decision Making by Consensus

1. **Meetings**: The VJC Partners will meet, at a minimum, on a quarterly basis. These meetings will be conducted in compliance with the Ralph M. Brown Act (Gov. Code § 54950 et seq.).

2. **Action Items**: Action items will include a discussion of the issue, relevant regulatory requirements, data and information analyzed for the issue, impact to exceptional service, and alignment to VJC Partner MOU Phase I and II. Decisions will be made by consensus of the Partners present. Partner representatives who are not able to attend can send a designated proxy (who must be an employee or board member of that Partner) to participate in the discussion and decision by consensus.

3. **Consensus**: Consensus will be achieved based on general agreement of the Partners, representing the collective decision of the group. Consensus will represent fair and reasonable decisions, transparency between Partners, and equal access to all information for fact-based decision making. Once a decision by consensus is made, all Partners agree to accept the outcome, deadlines, and abide by the group decision.

C. Process When Consensus Cannot be Reached

When the VJC Partners cannot reach consensus, the VJC Partners will use the following process:

1. Outline the points of disagreement for better understanding;

2. Confirm that no violations occur to: regulatory requirements, policies and procedures (P&P), Partner organizational values or mission;

3. Define what is needed to come to consensus and how those issues can be addressed or resolved;

4. Defer decision until Partners can meet with their own executive leaders for input or guidance;

5. Refer to the Decision Making by Consensus steps outlined above in the answer to question 3 to review expectations and "rules";

6. Define and review the overall benefit to the Verdugo Workforce Development System and customers; and,

7. Consider negotiating compliance to achieve consensus.

Should consensus not be reached after following steps (1) through (7) above, VJC Partners agree to use a majority rule voting process to resolve issues of non-agreement for the duration of this Phase II MOU. The voting process can only be used if the decision is clear of regulatory violations; no decision made by the Partners can violate the requirements of another Partner. Decisions by a majority vote will only occur if

consensus cannot be reached. Decisions will be made by majority vote of the VJC Partners or designated proxy present at the meeting.

1. **Voting Process**: Each VJC Partner shall have one vote. Decisions will be made by majority (51%) of the members present. Should the VJC Partner's designated representative not be able to participate in a meeting, voting by the designated proxy will be accepted as the official vote by that VJC Partner.

    a. All proxies must be designated by a VJC Partner in writing, signed by an authorized representative and submitted to the Verdugo Workforce Development Board (VWDB) prior to or at the meeting at which a decision will be made.

2. **Quorum**: A quorum, representing a majority of the Partners (51%), or designated proxies, must be present at the meeting in order for a vote to occur.

1.4 MOU Review Process

The VJC Partners established the MOU Review Process in alignment with the Employment Development Department Workforce Services Directive (WSD 16-09) as follows:

A. Comprehensive Review Process:

Comprehensive Review of the MOU, including a review of the Infrastructure Funding Agreement ("IFA"), shall be conducted at least once every three years. Revised MOUs will be signed by each VJC Partner. The term "year" refers to a Program Year ("PY") which begins July 1st and ends 11 months later on June 30th.

The IFA budgets include, but are not limited to, all non-personnel costs that are necessary for the physical operation of the AJCC such as: rent, utilities and maintenance, equipment, technology, and non-marketing common identifier expenses. ***Every AJCC infrastructure budget must also have an "Access and Accommodation" line item for ensuring physical and programmatic access to the AJCC by individuals with disabilities.***

B. IFA Review Process:

IFA's will be reviewed on an annual basis. Although federal guidance requires that the entire MOU be reviewed and updated a minimum of every three years, the IFA budgets must be reviewed annually and updated if there are substantial changes. Changes will be negotiated between the VWDB and the VJC Partner. MOUs will be revised and signed at least once every three years and, when so reviewed, will reviewed by the end of May that year, and implemented July 1st of the same year. The IFA shall be signed by the authorized representative(s) of the Local Board, the CEO, and all AJCC partners who signed the Phase I MOU.

C. Annual Partner Review Process:

Each VJC Partner will review the MOU annually in order to determine if any changes in regulatory, and other requirements, or customer needs necessisitate an amendment to or modification of the MOU that is then in place. Such reviews will be conducted by the end of April each year, except during years of Comprehensive Reviews as described above. Revisions will be completed by May 31st of each year and implemented July 1st of the same year.

1. Should VJC Partners determine that no changes are required after performing their annual review, they will submit an email to the VWDB noting "no changes to MOU".

2. Should VJC Partners determine that a substantial change is necessary at any time during the PY, they will notify the VWDB immediately in preparation for any change in MOU required prior to the review month (April of each PY).

D. Shared Infrastructure Costs:

All non-colocated VJC Partners shall provide assurance that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data is available to make such a determination

2. SHARING INFRASTRUCTURE COSTS

2.1 Chosen Option for Developing Infrastructure Cost Budget

When establishing the infrastructure cost budget, Local Boards have two options:

- Option 1: Develop a separate budget for each comprehensive AJCC.
- Option 2: Develop a consolidated system-wide budget for its network of comprehensive AJCC.

The VWDB and AJCC partners have chosen Option 1: to develop a separate budget for each comprehensive AJCC for developing the infrastructure cost budget.

2.2 Comprehensive AJCC and Colocated Partners

One comprehensive AJCC exists within the Local Area:

Verdugo Jobs Center
1255 South Central Avenue
Glendale, CA 91204

All AJCC partners who have a physical presence within the center, either full time or part time are as follows:

- **Employment Development Department**
- **Glendale Youth Alliance**
- **Department of Rehabilitation**
- **CAEP/GCC**

2.3 AJCC Infrastructure Budget For the Comprehensive AJCC: Verdugo Jobs Center

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities	$54,295/ month for 23,254 sq ft.	$651,540
	Rental Costs Subtotal:	**$651,540**
Utilities and Maintenance		
Electric (includes water & sewer)	$6,677/month	$80,124
Gas	$162/month	$1,944
Water	-	-
Sewer Connections	-	-
High-Speed Internet		
Telephones (Landlines)	$21.48/month for 61 lines	$15,722
Facility Maintenance & Security Contract	Parking Lot Maintenance Andtech Building Alarm	$ 19,980.00 $ 503.00

	Janitorial Supplies Janitorial Staff (salaries & Benefits) Security	$ 6,816.00 $ 124,961.00 $ 61,274.00
	Utilities and Maintenance Costs Subtotal:	**$311,324**
Equipment		
Assessment-related products	-	-
Assistive technology for individuals with disabilities (Access and Accommodation)	Jaws $1,100 + Zoomtext $400 plus tax	$1,635
Copiers	-	-
Fax Machines	-	-
Computers	70 Computers	$ 170,660
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Application systems & Peoplesoft software	$46,696
	Equipment Costs Subtotal:	$ 218,991
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	LinkedIn ($60 per month Premium Subscription)	$720
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: _www.verdugoworkforce.com____ (Does not include data systems or case management systems specific to individual program partners.)	Domain Fees Constant Contact? Funded by AEP	$96 /yr.
	Technology to Facilitate Access Costs Subtotal:	$816

Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Creating New AJCC Signage	-	-
Updating Templates and Materials	-	-
Updating Electronic Resources	-	-
	Common Identifier Subtotal:	$0.00

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	**Total Cost**
Subtotal: Rental Costs	*$651,540*
Subtotal: Utilities and Maintenance Costs	$311,324
Subtotal: Equipment Cost	$218,991
Subtotal: Technology to Facilitate Access Costs	$816
Subtotal: Common Identifier Costs	$0.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	$1,182,671

2.4 Chosen Methodology to Share Agreed Upon Infrastructure Costs

The Local Board and colocated partners agree to allocate proportionate share of infrastructure costs by identifying the proportion of a partner program's occupancy percentage of the AJCC compared to the occupancy percentage of all other colocated partner program's within the AJCC (based upon square footage used).

2.5 Initial Proportionate Share of Infrastructure Costs Allocated to Each Colocated Partner

The initial proportionate share of infrastructure costs will be allocated to each partner based on the cost allocation methodology identified above in Section 2.4, each partner's estimated total contribution amount, and whether it will be provided through cash, non-cash (in-kind), and/or third-party in-kind contributions.

AJCC partners (or their respective state entity) may provide cash, non-cash, and third-party in-kind contributions to cover their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs (such as personnel), and they must be valued consistent with Uniform Guidance Section 200.306 to ensure they are fairly evaluated and meet the partner's proportionate share.

If third-party in-kind contributions are made that support the AJCC(s) as a whole (such as space), that contribution will not count toward a specific partner's proportionate share of the IFA. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all partners.

2.6 Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
Cost Categories	**Total Cost**	**Contributor/s**	**Value**	**Balance to Allocate**
Rent	*$651,540*	0	0	$651,540
Utilities/Maintenance	$311,324	City of Glendale	$ 11,500.00	$299,824
Equipment	$218,991	City of Glendale	$ 179,074.00	$39,917.00
Access Technology	$816	0	0	$816
Common Identifier	0	0	0	0
Total Infrastructure Balance to Be Allocated to Colocated Partners:				**$992,097**

2.7 Initial Allocation of Proportionate Share of Infrastructure Costs for Colocated Partners					
Colocated Partner/s	**Shared Infra-structure Costs**	**Application of Methodology**	**Allocated Initial Share**	**Amount: Cash**	**Amount: In-Kind**
Partner 1: **AJCC- Verdugo Jobs Center (VJC) – Title I**	$ 598,536	Proportion of partners program staff	60.33%	$ 598,536	-
Partner 2: **Employment Development Department (EDD)- Workforce Services, Title III***	$ 318,317	Proportion of partners program staff	32.09%	$ 318,317	-
Partner 3: **Glendale Youth Alliance (GYA) – Title I**	$54,434	Proportion of partners program staff	5.49%	$54,434	-
Partner 4: **Department of Rehabilitation (DOR) – Title IV**	$3,610	Proportion of partners program staff	0.36%	$3,610	-
Partner 5: CA Adult Education Program (CAEP) / Glendale Community College (GCC)	$15,000	Proportion of partners program staff	1.51%	$15,000	-

*The costs in chart 2.7 do not include the following EDD infrastructure costs: telephone lines, computers, Facebook ads, domain fees, high-speed internet and facility maintenance fees.

2.8 Colocated Partners Agree to Share AJCC Infrastructure Costs

By signing this Section 2.8, the CEO, VWDB, EDD, GYA, DOR, GCC and VJC agree to the terms prescribed in the IFA.

City of Glendale/Chief Elected Official Signature: _____ Date: _____ Name: Ara Najarian Title: Mayor of City of Glendale	**Verdugo Workforce Development Board** Signature: _____ Date: _____ Name: Marisol Espinoza Title: Chairperson
Employment Development Department Signature: _____ Date: _____ Name: Cesar A. Valladares Title: Deputy Division Chief, Los Angeles/Coastal Workforce Services Division	**Glendale Youth Alliance** Signature: _____ Date: _____ Name: Karine Grigoryan Title: Executive Director
Department of Rehabilitation Signature: _____ Date: _____ Name: Wan Chun Chang Title: District Administrator	**Verdugo Jobs Center** Signature: _____ Date: _____ Name: Melissa Younesian Title: Manager
Glendale Community College Signature: _____ Date: _____ Name: Dr. David Viar_____ Title: Superintendent/President	

2.9 Partners Sharing Infrastructure Costs When Proportionate Share Data Are Available

The State is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-colocated partners who are receiving benefit from the AJCCs will also be required to contribute their proportionate share towards infrastructure costs. Consequently, all non-colocated partners will have the opportunity to review the State provided data and once the benefit is agreed upon, they agree to engage in discussions to pay their proportionate share of infrastructure costs as soon as sufficient data are available.

By signing this MOU Phase II, all parties agree that when data are available to determine the AJCC benefit to non-colocated partners, the infrastructure cost sharing agreement will be renegotiated to include the agreed upon proportionate share of contributions.

3. SHARING OTHER ONE-STOP SYSTEM COSTS

While only colocated partners share infrastructure costs, the State desires that eventually all One-Stop partners will share in other system costs, including applicable career services. Unless identified in the grid in Section 3.1 below, however, at this time, all of the One-Stop partners are not required to contribute to Other System Costs.

3.1 The One-Stop System Partners Included in the Sharing of Other One-Stop Delivery System Costs

Title I Adult, Dislocated Worker, and Youth	Title V Older Americans Act	Trade Adjustment Assistance Act
Title II Adult Education and Literacy	Job Corps (Non-Applicable)	Community Services Block Grant
Title IV Vocational Rehabilitation	Native American Programs	Housing and Urban Development
Title III Wagner-Peyser	Veterans	Unemployment Compensation
Carl Perkins Career Technical Education	YouthBuild	Second Chance
TANF/CalWORKS	CAEP	

3.2 Career Services Applicable to Each AJCC Partner

Partners are required to provide the information below for informational purposes only.

Summary of Career Services Applicable to Each One-Stop Delivery System Partner (Phase I MOU)							
Basic Career Services	**BWC T-I Adult T-I DW**	**VJC T-I Adult T-I DW**	**GYA T-I Youth Housing**	**BAS T-II AEL**	**EDD T-III WP**	**DOR T-IV VR**	**DPSS TANF**
Title I Program Eligibility	✓	✓	✓	✓		✓	
Outreach, Intake, Orientation		✓	✓	✓	✓	✓	
Initial Assessment	✓	✓	✓	✓	✓	✓	
Labor Exchange/Job Search	✓	✓	✓	✓	✓	✓	
Referrals to Partners	✓	✓	✓	✓	✓	✓	
Labor Market Information (LMI)	✓	✓	✓	✓	✓	✓	
Performance/Cost Info	✓	✓	✓	✓		✓	

Support Service Info		✓	✓		✓	✓	
Unemployment Insurance Info/Assistance		✓	✓		✓		
Financial Aid Info			✓	✓	✓		

Basic Career Services	**GCC – CTE Tech Ed**	**WDACS T-V OAA**	**Job Corps (Non-Applicable)**		**DPSS-CSBG**		**EDD TAA**
Title I Program Eligibility	✓	✓		✓			
Outreach, Intake, Orient	✓	✓		✓	✓		
Initial Assessment	✓	✓		✓	✓	✓	
Labor Exchange/Job Search	✓	✓		✓		✓	✓
Referrals to Partners	✓	✓		✓	✓	✓	✓
Labor Market Information (LMI)	✓			✓			✓
Performance/Cost Info	✓						
Support Service Info	✓	✓		✓	✓		✓
UI Info/Assistance							✓
Financial Aid Info	✓					✓	
Basic Career Services	**GCC – ACE T-II AEL**	**CES T-II AEL**	**EDD - UI**	**Friends Outside 2nd Chance**	**EDD-JVSG**		
Title I Program Eligibility	✓			✓			
Outreach, Intake, Orient	✓			✓			
Initial Assessment	✓	✓		✓			
Labor Exchange/Job Search	✓			✓			
Referrals to Partners	✓	✓					
Labor Market Information (LMI)	✓						
Performance/Cost Info	✓						
Support Service Info	✓			✓			
UI Info/Assistance			✓				
Financial Aid Info	✓	✓					

Individual Career Services	BWC T-I Adult T-I DW	VJC T-I Adult T-I DW	GYA T-I Youth	BAS T-II AEL	EDD T-III WP	DOR T-IV VR	DPSS TANF
Comprehensive Assessment		✓		✓	✓	✓	✓
Individual Employment Plan (IEP)		✓	✓		✓	✓	
Career Plan/Counsel		✓	✓	✓	✓	✓	
Short-Term Prevoc.			✓	✓		✓	
Internships/Work Experience		✓	✓	✓		✓	✓
Out-of-Area Job Search		✓				✓	
Financial Literacy		✓	✓	✓			
IET/ELA		✓		✓		✓	
Workforce Preparation		✓	✓	✓	✓	✓	
Individual Career Services	**GCC – CTE Tech Ed**	**WDACS T-V OAA**	**Job Corps (Non-Applicable)**		**DPSS-CSBG**		**EDD TAA**
Comprehensive Assessment	✓	✓		✓		✓	✓
Individual Employment Plan (IEP)	✓	✓				✓	✓
Career Plan/Counsel	✓	✓		✓		✓	✓
Short-Term Prevoc.	✓	✓					
Internships/Work Experience	✓	✓				✓	
Out-of-Area Job Search	✓						
Financial Literacy						✓	
IET/ELA	✓						
Workforce Preparation	✓	✓				✓	

Individual Career Services	GCC – ACE T-II AEL	CES T-II AEL	EDD - UI	Friends Outside 2nd Chance	EDD-JVSG		
Comprehensive Assessment	✓			✓	✓		
Individual Employment Plan (IEP)	✓				✓		
Career Plan/Counsel	✓	✓			✓		
Short-Term Prevoc	✓						
Internships/Work Experience	✓	✓					
Out-of-Area Job Search	✓						
Financial Literacy	✓						
IET/ELA	✓						
Workforce Preparation	✓	✓			✓		

3.3 Required Consolidated Budget for the Delivery of Applicable Career Services

The other system costs budget must be a consolidated budget for applicable career services. This budget must include each of the partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to more than one partner. Unlike the IFA, other system costs should include all costs, including personnel, related to the administration and delivery of those services.

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Assistance Fin Aid Info	$199,697	$208,878	$121,958	$43,650	$1,173,169	$ 549,787	$ 0
Applicable Career Services	**GCC- CTE Tech Ed**	**T-V OAA**	**Job Corps (Non-Applicable)**	**Native Am**	**Second Chance**	**YouthBuild**	**EDD -TAA**
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Assistance Fin Aid Info	$9,000	$7,000		$313,069	$12,000	$ 15,000	$139,234
Applicable Career Services	**DPSS- CSBG**	**HUD**	**EDD - UI**	**EDD-JVSG**	**GCC- ACE T-II AEL**		
Basic Career Services: T-I Eligibility/Initial Assess Outreach, Intake, Orient Labor Exchange/Job Search Referrals/LMI Support Service Info UI Info/Assistance Fin Aid Info	$70,119	$13,800	$9,037	$0	$22,000		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF
Individual Career Services: Comp Assessment IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA WF Prep	$465,961	$487,381	$284,568	$ 101,850	$ 712,698	$ 2,199,150	$1,118,285
Applicable Career Services	**GCC- CTE Tech Ed**	**T-V OAA**	**Job Corps**	**Native Am**	**Second Chance**	**YouthBuild**	**EDD- TAA**
Individual Career Services: Comp Assessment IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA WF Prep	$ 360,000	$95,000	$12,715	$296,350	$18,960	$ 32,000	$ 139,234
Applicable Career Services	**DPSS- CSBG**	**HUD**	**EDD - UI**	**EDD- JVSG**	**GCC-ACE T-II AEL**		
Individual Career Services: Comp Assessment IEP Career Plan/Counsel Short-Term Pre-vocational Internship/Work Experience Financial Literacy IET/ELA WF Prep	$0	$32,200	$ 0.00	$245,936	$500,000		
Estimated Consolidated budget total of career services delivered through the One-Stop system: $9,929,686							

4. MISCELLANEOUS

4.1 Headings.
The subject headings of the paragraphs of this Phase II MOU are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein.

4.2 Counterparts.
This Phase II MOU may be signed by the parties in different counterparts, which together shall constitute one Agreement, even though all parties may not have signed the same counterpart.

4.4 Amendments.
No provisions of this Phase II MOU may be amended or modified in any manner whatsoever except by an agreement in writing duly authorized by representatives of the parties.

4.5 Governing Law and Jurisdiction.
A. California's laws govern this Phase II MOU's construction and interpretation. Unless this Phase II MOU provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

B. If Partners or VWDB brings a lawsuit to enforce or interpret one or more provisions of the Phase II MOU, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Partners and VWDB acknowledge that the Phase II MOU was negotiated, entered into, and executed in the City of Glendale, California.

4.6 Waiver of Breach.
The waiver by any party of a breach by another party of any of the provisions of this Phase II MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Phase II MOU.

4.7 Further Assurances.
Upon VWDB's request at any time, each Partner shall promptly:

A. Take further necessary action; and

B. Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Phase II MOU's intent, purpose, and terms.

4.8 Assignment.
A. This Phase II MOU does not give any rights or benefits to anyone, other than to VWDB and the Partners. All duties, obligations, and responsibilities under this Phase II MOU are for the sole and exclusive benefit of VWDB and the Partners, and are not for the benefit of another person, entity, or organization. Without VWDBs prior written authorization, the Partners shall not do any one or more of the following:

i. Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Phase II MOU; or

ii. Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Phase II MOU.

B. Any actual or attempted assignment of rights or delegation of duties by an Partner, without VWDB's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate the Partner's duties, obligations, or responsibilities under this Phase II MOU.

C. If VWDB consents to an assignment of rights, or a delegation of duties, or both, the Partner's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Phase II MOU.

4.9 Notices

Any notice required or permitted to be given by any party to this Phase II MOU shall be deemed given upon personal delivery to the other parties or two (2) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other parties at the following addresses, or to such other address as the parties may provide by written notice given in accordance herewith:

VWDB: City of Glendale
Workforce Development Administration
1255 South Central Avenue
Glendale, CA 91204
Attn: Judith Velasco
Telephone: (818) 548-2053
Fax: (818) 409-0463
Email: Jvelasco@Glendaleca.gov

The Partners: Each Partner's address as identified on the signature page below.

4.10Representations – Authority.

Each Partner represents that:

A. They have read this Phase II MOU, fully understand its contents, and have received a copy of it;
B. They have the full power to enter into and perform this Phase II MOU and to make the grant of rights contained in this Phase II MOU;
C. Through their duly authorized representative, they are authorized to sign this Phase II MOU, and they are bound by its term; and
D. They have executed this Phase II MOU on the date opposite their signature.

4.11 Entire Agreement.

This Phase II MOU, and the Phase I MOU previously executed by the parties, and all items incorporated herein contain all of the agreements of the parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. The parties further warrant and represent that they have not relied on any inducements, promises or representations made by any party or its representative, or any other person, except for those expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Phase II MOU as of the day and year last written below.

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures: Chief Elected Official

_____ _____

Signature Date

Ara Najarian
Name (Printed)

Mayor
Title

City of Glendale
Colocated Partner

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Marisol Espinoza
Name (Printed)

Chairperson
Title

Verdugo Workforce Development Board
Colocated Partner

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____
Signature Date

Cesar A. Valladares
Name (Printed)

Deputy Division Chief, Los Angeles/Coastal Workforce Services Division
Title

Employment Development Department
Colocated Partner

_____
Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Karine Grigoryan
Name (Printed)

Executive Director
Title

Glendale Youth Alliance
Colocated Partner

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Zigmund Vays
Name (Printed)

President/CEO
Title

Community Enhancement Services (CES)
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Brady Griffin
Name (Printed)

Human Resources Manager
Title

City of Burbank,
Burbank Workforce Connection
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Tam Granflor
Name (Printed)

Employment Development Administrator
Title

State of California,
Employment Development Department
Unemployment Insurance
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Dr. David Viar
Name (Printed)

Superintendent/President
Title

Glendale Community College District
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Melissa Younesian
Name (Printed)

Manager
Title

City of Glendale,
Verdugo Jobs Center
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Wan Chun Chang
Name (Printed)

District Administrator
Title

State of California,
Department of Vocational Rehabilitation
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____
Signature Date

_____
Name (Printed)

Director
Title

Los Angeles County,
Workforce Development,
Aging and Community Services
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Antonia Jimenez
Name (Printed)

Director
Title

Los Angeles County,
Department of Public Social Services
Organization

Street Address City State Zip

In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____	_____
Signature	Date

Non - Applicable
Name (Printed)

Non - Applicable
Title

Cornerstone Solutions, Inc.
Job Corps Services
Organization

Street Address	City	State	Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Non - Applicable
Name (Printed)

Non - Applicable
Title

Non - Applicable
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____
Signature Date

Non - Applicable
Name (Printed)

Non - Applicable
Title

_____
Organization

_____
Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

John Paramo
Name (Printed)

Director of Secondary Education
Title

Burbank Unified School District,
Burbank Adult School
Organization

Street Address City State Zip

Signatures:
In witness thereof, the Parties execute this Phase II MOU.

Signatures:

_____ _____

Signature Date

Mary Weaver
Name (Printed)

Executive Director
Title

Los Angeles County,
Friends Outside
Organization

Street Address City State Zip

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Peggy Flynn, Arts and Career Technical Education Coordinator
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 6, 2019
SUBJECT:	Approval of Renewal of Bertrand's Music Contract (RFP : ID# 1819-009), Band and Orchestral Instruments (Music is Instrumental Funds)

Background:

In 2004, The Los Angeles County Arts Commission invited the Burbank Unified School District to participate in the 2004/2005 Community Arts Education Project (CAEP), a key strategy in *Arts for All: Los Angeles County Regional Blueprint for Arts Education*. Arts for All (AFA) is a 10-year strategic plan to restore dance, music, theatre, and visual arts to the classroom, within the school day in Los Angeles County, and provides technical assistance to school districts to build their capacity to provide arts education through the adoption of a policy, a long-range plan and a budget. Districts that participate in the project become eligible to access funds from the Arts for All Pooled Fund. The stated mission of *Arts for All: Los Angeles County Regional Blueprint for Arts Education:* "To bring about systemic change in the 82 school districts of Los Angeles County in order to implement comprehensive, sequential K-12 arts education for every public school student in the County, adopting curricula in alignment with the State Board of Education-approved Visual and Performing Arts (VAPA) Framework." The Burbank Unified School District was selected based on demonstrated leadership, readiness to engage in an arts education planning process, and strong indicators of district and community support. In December 2005 the Burbank Unified School District adopted a strategic plan that outlined goals in six focus areas: Curriculum Development and Assessment; Professional Development, Program Administration and Personnel, Instructional Materials and Equipment, Partnerships and Collaborations, and Funding. Focus Area 7: Communication Strategies and Goals was added by the Arts for All Steering Committee in May 2007. In March 2012 Burbank Unified convened a second community arts advisory team to collaborate on an update to the BUSD Arts for All Plan. In January 2016, Burbank Unified convened a third community arts advisory team to update the 2012-2022 Arts for All Plan. The Burbank Board of Education approved the updates and requested that a 3-year working plan be developed that prioritized goals within the larger 10-year plan. In June 2017, the Burbank Board of Education approved a working plan prioritizing arts goal implementation actions between 2017-2020.

2018-2019 District-Wide Goals

4.2 Maintain an inventory and a budget and develop a plan for maintenance and repair/replacement of instrumental music equipment.

Discussion/Issues

In 2017, the Burbank Board of Education approved the following priority BUSD Arts for All goals:

- Priority: Provide weekly music instruction for all JK-5 students.
- Priority: Explore options for providing elementary instrumental instruction for grades 4 and 5.
- Priority: Provide dance instruction in all middle schools.
- Priority: Provide theatre arts instruction in all middle schools.
- Priority: Develop orchestra programs for Jordan, Luther, and John Burroughs schools.
- Priority: Establish a districtwide digital inventory of secondary and elementary music instruments.
- Priority: Create a three year plan for addressing instrument repair and replacement needs.
- Priority: Provide access to standards based VAPA instruction for all SEED program students.
- Priority: Provide access to standards based VAPA instruction for all FACTS program students.

Burbank Unified School District ARTS FOR ALL department worked with teachers, parents, students, local business, civic leaders, and non-profit partners to develop a coordinated, collective impact campaign known as "Music is Instrumental". More than $127,000 was raised between October 2017 and May 2018 with 70% ($88,900) designated for the purchase of new instruments and 30% ($38,100) for the repair of identified District inventory needs. Grants and donations from the Los Angeles County Arts Commission, Supervisor Kathryn Barger's office, LOGIX Credit Union, Burbank Arts for All Foundation, Burbank Noon Kiwanis, the 1000 for $100 direct ask project, were supplemented by proceeds from the culminating "Music is Instrumental Benefit Concert" with Musicians at Play on May 11, 2018 at Burbank High School.

In July 2018, the Burbank Unified School District issued a Request for Proposals ID#: 1819-009 inviting vendors to submit bids based on overall instrument inventory identified needs. Bidders submitted proposals detailing price quotes and related services on August 10, 2018. Bids were reviewed with Purchasing staff, BUSD Arts for All staff, and instrumental music teachers who selected a vendor for recommendation to the Burbank Board of Education. Bertrand's Music was selected as the vendor and approved by the Board of Education on August 16, 2018. The relationship and experience of working with Bertrand's Music has been extremely positive.

The Burbank Unified School District Arts for All Department would like extend the contract agreement with Bertrand's Music for the 2019-2021 school years, (RFP: ID# 1819-009).

Fiscal Impact:

In 2016, BUSD's need for repair and/or replacement of secondary instrumental inventories was $1.2 million. In 2017 the Board of Education approved a 3 Year Arts for All Plan detailing priority goals from the 2012-2022 BUSD Arts for All Strategic Plan, including fundraising for instrument repair and replacement.

Since adoption of the 3 Year Priority Plan, BUSD Arts for All and community partners have raised $187,000 to improve student access to well-functioning, well maintained instruments. To date, the District has purchased 135 new instruments and repaired 216 in all 5 secondary schools. Our partner contract with Bertrand's Music has made it possible to maximize funding to achieve our goals faster.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education renew the awarded contract between the Burbank Unified School District and Bertrand's Music (RFP: ID# 1819-009), to provide new and replacement instruments for secondary instrumental instruction programs, effective June 7, 2019 through June 30, 2020, with an option to extend for additional years as needed, and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BERTRAND'S MUSIC

August 8th 2018

Band and Orchestral Instruments-Request for Unit Price Bid Proposal No. RFP 1819-009

BURBANK UNIFIED SCHOOL DISTRICT (PURCHASING SERVICES-2nd FLOOR) 1900 West Olive Avenue, Burbank, CA 91506

John Bertrand john@bertrandsmusic.com 858.240.4167

Jeff Bertrand jeff@bertrandsmusic.com 858 780 1712

Wendy Stackhouse burbankmanager@bertrandsmusic.com 818 848-9665

Corporation

BERTRAND'S MUSIC

Company Formed in July 1983. We offer sales, rentals, repairs and lessons.

Jeff Bertrand- CFO 31 Years

John Bertrand Vice President 34 Years

Federal Employee Identification Number 30 0000828

California business license number SRYFHB 100-039975

We have not filed for bankruptcy

We have not received any sanctions and we are no currently under investigation by any regulatory or governmental body.

Most products can be delivered in 30 days subject to Manufacturer stock level

BERTRAND'S MUSIC

We will not use a subcontractor for any part of this bid.

References

Escondido Union School Dist. mcagle@eusd.org 760) 432-2400

Poway Unified School District jcrews@powayusd.com (858) 748-0010

Santa Ana USD sosy.oozoonian@sausd.us (714) 558-5561

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Joel Bert

Band and Orchestral Instruments-Request for Unit Price Bid Proposal
No. RFP 1819-009
August 8th 2018
Bertrand's Music
2618 Burbank Blvd, Burbank, CA 91505
(818) 848-9665

Middle School	High School	Brand	Model	Price
Flute		Yamaha	YFI-200AD	369
Flute		Armstrong	FLSOL301	365
Bb Clarinet		Yamaha	YCL-200ADII	388
Bb Clarinet		Selmer	CLSOL300R	448
Eb Alto Saxes		Selmer	ASOL300A	948
Eb Alto Saxes		Yamaha	YAS-200ADII	928
Bb Trumpets		Bach	TRSOL300H2	489
Bb Trumpets		Yamaha	YTR-200ADII	494
Trombone		Yamaha	YSL-200AD	494
Trombone		Bach	TBSOL310	503
Oboe		Tribert-Full cons	OB330	1898
Piccolo		Juptier	JPC1010	575
Piccolo		Yamaha	YPC32	685
Bassoon		Selmer	1432B	3994
Alto Clarinet		LeBlanc	L7165	1607
Bb bass clarinets		LeBlanc	L7168	1682
Bb bass clarinets		Juptier	JBC1000N	1527
Bb TENOR SAXES		Selmer	TSOL300A	1203
Bb TENOR SAXES		Yamaha	YTS-200AD	1152
Eb baritone saxes		Juptier	JBS1000	2811
Eb baritone saxes		Selmer	BS400	3227
Single French horns		Juptier	JHR700	1348
Double French horns		Juptier	JHR1100	2298

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Baritone/Euphonium horns		Juptier	JEP700	1254
3/4 Size tubas		Juptier	JTU700	2298
Full size tubas		Juptier	JTU1010	3678
Bass Amps		Orange	CRUSH-BASS-2	198
Electric Bass		Yamaha	TRBX304BL	298
Full drum set (snare frum, bass,two mounted		Mapex	AR529S, HP800!	1598
Timpani (23", 26", 29". 32")		Yamaha	TP3304CS	7814
Orchestra Bells		Majestic	B3525S	1028
Xylophone		Majestic	X6535D	1598
Portable Bell Kits (for percussion)		Mapex	MPK32PC	188
Concert Snare Drums		Yamaha	CSM1450All	456
Suspended Cymbal		Zildjian	S18SUS	139
Tambournies		LP	TAB1BK	19
Cellos		Pegasus	C544	648
Violas		Pegasus	VA814	398
Violins		Pegasus	V84/4	348
Double Upright Bass		Pegasus	VB70	1098
	Flute	Yamaha	YFI-200AD	369
	Flute	Yamaha	YFL-372HAL	1298
	Flute	Armstrong	FLSOL301	365
	Piccolo	Juptier	JPC1010	575
	Piccolo	Yamaha	YPC32	685
	Oboe	Tribert-Full cons	OB330	1898
	English Horns	Tribert	EH500	3678
	Bassoon	Selmer	1432B	3818
	Bb Clarinet	Selmer	CLSOL300R	448
	Bb Clarinet	Yamaha	YCL-550	1397
	Bb Clarinet	Yamaha	YCL-200ADII	388
	Bass Clarinet	Juptier	JBC1000N	1527
	Bass Clarinet	LeBlanc	L7168	1682
	Eb Alto Sax	Selmer	ASOL300A	948

9/9/18

Jack Burt

Eb Alto Sax	Yamaha	YAS-580AL	1896
Eb Alto Sax	Yamaha	YAS-200ADII	928
Tenor Sax	Yamaha	YTS-580AL	2177
Tenor Sax	Selmer	TSOL300A	1203
Tenor Sax	Yamaha	YTS-200AD	1152
Baritone Sax	Juptier	JBS1000	2811
Baritone Sax	Yamaha	YBS-52	4788
Baritone Sax	Selmer	BS400	3227
Trumpet	Yamaha	YTR-200ADII	494
Trumpet	Yamaha	YTR-5335GSIIAl	1296
Trumpet	Bach	TRSOL300H2	489
Double French Horr	Conn	8D	3878
Double French Horr	Holton	H179	3697
Double French Horr	Juptier	JHR1100	2298
Marching French Hc	Yamaha	YHR-302MS	1791
Marching French Hc	King	1122SP	1930
Trigger Trombone	Yamaha	YSL-548GOAL	1627
Trigger Trombone	Bach	TBSOL210	1528
Bass Trombone	Yamaha	YBL-830	3853
Bass Trombone	Bach	50B	2878
Euphonium	Yamaha	YEP-321	1973
Euphonium	Juptier	JEP700	1254
Marching Baritone	Yamaha	YBH-301MS	2057
Marching Baritone	King	1124SP	2104
Sousaphone	Yamaha	YSH-411WC	6301
Sousaphone	Conn	20K	6223
Tubas (4 valve)	Yamaha	YBB-321WC	4975
Tubas (4 valve)	Eastman	EBB534	3728
Tubas (4 valve)	Juptier	JTU1010	3678
Timpani = 1 set of 4	Yamaha	TP3304CS	7814
Concert Snare Drun	Yamaha	CSM1450AII	456

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Josh Bert

Concert Bass Drum - w/stand		CBD3622TS	1248
Orchestra Bells - 1 s	Majestic	B3525S	1028
Vibraphone - 1 w/st	Majestic	V7530G	3928
Marimba - 1 w/stanc	Majestic	M6543D	2745
Xylophone - 1 w/sta	Majestic	X6535D	1598
Chimes - 1 set	Musser	M661C	5345
Crash Cymbals - 1 p	Zildjian	A0479	498
Suspended Cymbal	Zildjian	A0419, C1030SC	768
Marching Snares - v	Yamaha	MS-9314A	798
Marching Bass Drur	Yamaha	MB-8320A throu	3898
Marching 5-drum m	Yamaha	MQT-68023A	1328
Marching cymbals - 2 pairs		A0483	936
Outdoor timps = set	Yamaha	TP3304CS	7814
Marching bells - w/h	Musser	M65V	1098
Outdoor Vibraphone	Majestic	V1530S	3958
Outdoor Xylophone	Majestic	X1535P	2318
Outdoor Marimba -	Majestic	M1543P	4115
Bass Guitars (electr	Yamaha	TRBX604FMMA	503
Bass Guitars (electr	Yamaha	TRBX304BL	298
Bass Amp	Orange	CRUSH-BASS-1	548
Bass Amp	Orange	CRUSH-BASS-2	198
Guitar (electric hollo	Seagull	MKHYSSPB	548
Guitar amps	Orange	CRUSH35RT	228
Keyboard	Yamaha	P125	528
Keyboard amp	Roland	KC200	398
Full Drum set	Mapex	AR529S, HP800	1598
Congas = 1 set of 2	Latin Per	LPA647	458
Violin	Pegasus	V94/4	497
Violin	Pegasus	V84/4	348
Viola	Pegasus	VA914	547
Viola	Pegasus	VA814	398

8/8/18

Cello	Pegasus	C94/4	1237
Cello	Pegasus	C544	648
Bass	Pegasus	BA-8	2245
Bass	Pegasus	VB70	1098
Violin bows (replace	Coda Bow	DNA4	282
Violin bows (replace	Pegasus	VL10	31
Viola bows (replace	Coda Bow	DNB4	308
Viola bows (replace	Pegasus	VA10	34
Cello bows (replace	Coda Bow	DNC4	367
Cello bows (replace	Pegasus	VC10	46
Music Posture Chai	DeShazo	DSC	65
Chair Racks (16 cha	DeShazo	DSCC	275
Music Stands	Manhassett	M48	35
Stand Racks (20 sta	Manhassett	AC94R	334

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Burbank Unified School District

REQUEST FOR PROPOSAL (RFP)
Proposals For Purchase Of Band And Orchestral Instruments

BUSD SECONDARY INSTRUMENT REPAIR & REPLACEMENT

Burbank Unified School District
1900 W Olive Ave
Burbank, California 91506
Phone: 8187294400 | Fax: 8187294402
Peggyflynn@burbankusd.org

RFP ID: **Band and Orchestral Instruments-Request for Unit Price Bid Proposal No. RFP 1819-009**

Prepared By: Peggy Flynn Date: July 10, 2018

REQUEST FOR PROPOSAL
BUSD SECONDARY INSTRUMENT REPAIR & REPLACEMENT
Burbank - California

RFP ID: Band and Orchestral Instruments-Request for Unit Price Bid Proposal No. RFP 1819-009

SUBMISSION DEADLINE: August 10, 2018, 4:00PM
BIDDERS' MEETING: August 7, 2018 10:00AM
QUESTION SUBMISSION DEADLINE: August 1, 2018 4:00PM

Questions can be submitted prior to the Bidders; Meeting on ; however, no answers will be provided and/or circulated prior to that date.

Questions may be submitted in written form no later than August 1, 2018 AT 4:00PM to:

RFP Contact Name:	**Peggy Flynn**
Contact Address:	**1900 West Olive Ave. Burbank, California 91506**
Telephone Number:	**818-729-4531**
Email Address:	**PeggyFlynn@burbankusd.org**
	SUBJECT: INSTRUMENT BIDDER QUESTION

INTRODUCTION
Burbank Unified School District invites and welcomes proposals for their BUSD Secondary Instrument Repair & Replacement project. Based on your previous work experience, your firm has been selected to receive this RFP and is invited to submit a proposal. Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time as specified above under the "SUBMISSION DEADLINE."

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) – NO EXCEPTIONS.

PROJECT AND LOCATION
The bid proposal is being requested for BUSD Secondary Instrument Repair & Replacement which is or shall be located at , Burbank, California 91506.

PROJECT MANAGER CONTACT INFORMATION
The following individual(s) are the assigned contacts for the following:

For questions or information regarding Instrument Needs and/or specs, contact:

Name:	**Peggy Flynn**		
Title:	**Arts & CTE Coordinator**	**Phone:**	**818-729-4446**

Fax: 818-729-4402

Email: Peggyflynn@burbankusd.org

For questions or information regarding Financials and Purchase Requirements, contact:

Name: Olga Murphy

Title: Senior Buyer

Phone: 818-729-4531

Fax: 818-729-4534

Email: OlgaMurphy@burbankusd.org

PROJECT OBJECTIVE

The objective and ultimate goal for this project is the burbank unified school district has identified a $1.2 million need for repair of current instrument inventory and purchase of new instruments to meet instructional needs in each of its middle and high schools. our goal for 2018 is to address at least 10% of our identified need ($127,000.). approximately 30% of this amount will be spent on repairing existing inventory and 70% will be used to purchase new instruments for middle and high school instrumental instructional programs.

PROJECT SCOPE AND SPECIFICATIONS

The Project Scope and Specification are:

The Burbank Unifed School District Instrument Repair and Replacement Project will be Completed in phases over the next three years. Please submit costs for the entire project according to the table below.

BURBANK UNIFIED INSTRUMENT NEEDS					
MIDDLE SCHOOLS		HIGH SCHOOLS			
Beginning Band	**#**	**Wood Winds**	**#**	**Marching Band Percussion**	**#**
Flute	24	Flutes	14	Marching Snares - w/harnessess	0
Bb Soprano Clarinets	25	Piccolos	1	Marching Bass Drums = 5 w/harness	0
Eb Alto Saxes	36	Oboes	2	Marching 5-drum multi-toms, known as "quints" - w/harness	1
Bb Trumpets	34	English Horns	0	Marching cymbals - 2 pairs	2
Trombones	40	Bassoons	0	Outdoor timps = set of 3 (23' 26' 29')	6
Full Band		Bb Clarinets (soprano)	14	Marching bells - w/harness	1
Oboes	1	Bass Clarinets	9	Outdoor Vibraphone - w/stand and outdoor wheels	1
Piccolo	4	Alto Saxes	5	Outdoor Xylophone - w/stand and outdoor wheels	1
Bassoons	5	Tenor Saxes	4	Outdoor Marimba - 1 w/stand and outdoor wheels	1
Alto Clarinet	18	Baritone Saxes	4	**Jazz Band Rhythm Section**	
Bb bass clarinets	9	**Brass**		Bass Guitars (electric)	1
Bb TENOR SAXES	12	Trumpets	8	Bass Amps	0

Eb baritone saxes	10	Double French Horns	0	Guitar (electric hollow body)	1
Single French horns	13	Marching French Horns	2	Guitar amps	2
Double French horns	13	Single Trigger Trombones	3	Keyboards	1
Baritone/Euphonium horns	11	Bass Trombones	1	Keyboard amps	0
¾ Size tubas	14	Euphoniums	3	Full Drum sets	0
Full size tubas	4	Marching Baritones	2	Congas = 1 set of 2 drums	1
Bass Amps	5	Sousaphones	3	**String Orchestra**	
Electric bass	5	Tubas (4 valve)	6	Violins	18
Full drum set (snare frum, bass, two mounted tom-toms, floor tom, hi-hat cymbals, crash and ride cymbals)	2	**Concert Percussion**		Violas	11
Timpani (23", 26", 29". 32")	4	Timpani = 1 set of 4 (23' 26' 29' 32')	3	Cellos	7
Orchestra Bells	0	Concert Snare Drums - w/stand	1	Basses	2
Xylophone	1	Concert Bass Drum - w/stand	0	Violin bows (replacement # is yearly)	16
Portable Bell Kits (for percussion)	7	Orchestra Bells - 1 set w/stand	3	Viola bows (replacemnt # is yearly)	9
Concert Snare Drums	7	Vibraphone - 1 w/stand	1	Cello bows (replacement # is yearly)	7
Suspended Cymbal	0	Marimba - 1 w/stand	0	Bass Bows (replacement # is yearly)	5
Tambournies	2	Xylophone - 1 w/stand	1	**Classroom Equipment**	
Stringed Instruments		Chimes - 1 set	1	Music Posture Chairs	5
Cellos	24	Crash Cymbals - 1 pair	0	Chair Racks (16 chairs per rack)	6
Violas	40	Suspended Cymbals - 2 w/stands	0	Music Stands	50
Violins	80			Stand Racks (20 stands per rack)	5
Double Upright Bass	24				
Warranties	ALL			Warranties	All

SCHEDULED TIMELINE

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE	DATE
Request Proposals:	**July 21, 2018**
Submit Proposal by:	**August 10, 2018**
Begin Project:	**August 20, 2018**

PROPOSAL BIDDING REQUIREMENTS

PROJECT PROPOSAL EXPECTATIONS

Burbank Unified School District shall award the contract to the proposal that best accommodates the various project requirements. Burbank Unified School District reserves the right to award any contract prior to the proposal deadline stated within the "Scheduled Timeline" or prior to the receipt of all proposals, award the contract to more than one Bidder, and refuse any proposal or contract without obligation to either Burbank Unified School District or to any Bidder offering or submitting a proposal.

INTENT TO SUBMIT PROPOSAL

All invited Bidders are required to submit a "Letter of Intent" no later than August 1, 2018 informing Burbank Unified School District of their intent to either submit or decline to submit a proposal.

DEADLINE TO SUBMIT PROPOSAL

The Burbank Unified School District will receive sealed proposals up to but no later than 10:00 AM on August 10, 2018 for consideration in the project proposal selection process. Proposals shall be received in the District's Purchasing Services Office located at:

BURBANK UNIFIED SCHOOL DISTRICT (PURCHASING SERVICES-2nd FLOOR)
1900 West Olive Avenue, Burbank, CA 91506
(818)729-4446

PROPOSAL SELECTION CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal. In addition, consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

- **Proposals received by the stipulated deadline must be in the correct format.**
- **Bidder's alleged performance effectiveness of their proposal's solution regarding the Project Objective of Burbank Unified School District.**
- **Bidder's performance history and alleged ability to timely deliver proposed services.**
- **Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.**
- **Overall cost effectiveness of the proposal.**

Burbank Unified School District shall reserve the right to cancel, suspend, and/or discontinue any proposal at any time they deem necessary or fit without obligation or notice to the proposing bidder/contractor.

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Summary of Bidder Background

- **Bidder's Name(s)**
- **Bidder's Address**
- **Bidder's Contact Information (and preferred method of communication)**
- **Legal Form of Bidder (e.g. sole proprietor, partnership, corporation)**
- **Date Bidder's Company Formed**
- **Description of Bidder's company in terms of size, range and types of services offered and clientele.**
- **Bidder's principal officers (e.g. President, Chairman, Vice President(s), Secretary, Chief Operating Officer, Chief Financial Officer, General Managers) and length of time each officer has performed in his/her field of expertise.**
- **Bidder's Federal Employee Identification Number (FEIN)**
- **Evidence of legal authority to conduct business in California (e.g. business license number).**
- **Evidence of established track record for providing services and/or deliverables that are the subject of this proposal.**
- **Organization chart showing key personnel that would provide services to Burbank Unified School District**

Financial Information

- **State whether the Bidder or its parent company (if any) has ever filed for bankruptcy or any form of Reorganization under the Bankruptcy Code.**
- **State whether the Bidder or its parent company (if any) has ever received any sanctions or is currently under investigation by any regulatory or governmental body.**

Proposed Outcome

- **Summary of timeline and work to be completed.**

Equipment or Service

- **List any and all equipment or services required for this proposed project and the number of each.**
- **Detailed estimated cost for each piece of equipment or service.**
- **List any or equipment or services required of a subcontractor, along with a brief explanation.**
- **List any accommodation, services, or space required from Burbank Unified School District, along with a brief explanation.**

Cost Proposal Summary and Breakdown

- **A detailed list of any and all expected costs or expenses related to the proposed project.**
- **Summary and explanation of any other contributing expenses to the total cost.**
- **Brief summary of the total cost of the proposal.**

References

- **Provide 3 references**

Bidder agrees that Burbank Unified School District may contact all submitted references to obtain any and all information regarding Bidder's performance.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 6, 2019
SUBJECT:	Ratification of 2019-2020 Carl D. Perkins Career and Technical Education Grant Application

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Background:

In May, the District submitted an application to receive funding under the Carl D. Perkins Vocational Education Basic Grant Award. The Burbank Career Technical Education program currently operates on regulations established from the federal Carl D. Perkins Career and Technical Education (CTE) Improvement Act of 2006 (Perkins IV), which is supported by the California State Plan for Career Technical Education (2008-2012). Although the grant was reauthorized on July 31, 2018 the 2019-2020 grant cycle is considered a transition year with new requirements expected later.

District Wide Goals for 2018-2019:

5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes/programs.

Discussion/Issues:

The District's Perkins plan is annually discussed at the Verdugo School-to-Career Coalition to comply with requirements that the plan be reviewed by parents, representatives of special populations, representatives of the Employee Development and Department of Rehabilitation, and individuals involved in the evaluation of career technical programs. This year's application identifies the District's career technical education programs and describes the activities that, following federal guidelines, these funds will be used to support. These include the following:

- Instructional materials to support career technical programs
- Materials and equipment for the development and expansion of these programs
- Modernization of instructional equipment in high school programs
- Elimination of barriers to special populations
- Professional development with an emphasis on career pathways to postsecondary education
- Integration of academic and career technical curriculum

In receiving these funds, the District agrees to annually report on progress toward meeting Perkins Quality Indicators that include:

2S1. Number of 12th grade CTE concentrators who earned a high school diploma, or other state-recognized equivalent (including recognized alternative standards for individuals with disabilities

3S1. Number of 12th grade CTE concentrators who, in the reporting year, were included as graduated in the state's computation of its graduation rate

4S1. Number of 12th grade CTE concentrators who left secondary education during the reporting year and entered postsecondary education or advanced training, military service, or employment, as reported on a survey six months following graduation.

5S1. (1) Number of CTE participants from underrepresented gender groups who were enrolled in a program sequence that leads to employment in nontraditional fields

6S1. Number of CTE concentrators from underrepresented groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A', 'B', or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

6S2. Number of CTE concentrators from underrepresented gender groups enrolled in a capstone CTE course that leads to employment in a nontraditional field who received an 'A'. 'B' or 'C' grade in the course, or received an industry-recognized certification, or passed an end of program assessment aligned with industry-recognized standards.

Each category above also has a performance goal associated with it that the District has to reach. This year the State has not provided us with the new data.

Below is a chart of the allocations in the application per site and by industry sector and career pathway.

SITE	INDUSTRY SECTOR	CAREER PATHWAY	COST
Across Multiple Sectors		Indirect Costs	$3,626
BHS	Arts, Media & Entertainment	Design, Visual and Media Arts	$2,470
BHS	Health Science & Medical Technology	Patient Care	$2,932
BHS	Across Multiple Sectors	Skills USA	$6,450
BHS	Engineering & Architecture	Engineering	$6,595
JBHS	Building & Construction Trades	Cabinetry, Millwork, and Woodworking	$2,488
JBHS	Across Multiple Sectors	Skills USA	$10,950
JBHS	Arts, Media & Entertainment	Design, Visual, and Media Arts	$4,908
JBHS	Hospitality, Tourism & Recreation	Food Science, Dietetics and Nutrition	$2,324
JBHS	Transportation	Systems Diagnostics, Service and Repair	$ 1,351

JBHS	Engineering & Architecture	Engineering Design	$550
JBHS	Health Science	Patient Care	$
JBHS	Information & Communication Technologies	Information Support & Services	$2,529
Jordan	Arts, Media & Entertainment	Design, Visual, and Media Arts	$5,987
Jordan	Hospitality, Tourism & Recreation	Food Service & Hospitality	$
Jordan	Arts, Media & Entertainment	Production & Managerial Arts	$3,850
Luther	Arts, Media & Entertainment	Design, Visual and Media Arts	$3,585
Luther	Engineering and Architecture	Engineering Design	$2,215
Luther	Hospitality, Tourism & Recreation	Food Service & Hospitality	$3,360
Muir	Arts, Media & Entertainment	Design, Visual and Media Arts	$3,638
Muir	Engineering and Architecture	Engineering Design	$3,034
Muir	Hospitality, Tourism and Recreation	Food Service & Hospitality	$3,315
		TOTAL	**$76,157**

Fiscal Impact:

Applications were due to the State by May 31, 2019. The Grant Award Notification will be sent after the application has been processed.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the application for the Carl D. Perkins Career and Technical Education Grant for the 2019-2020 school year, effective May 31, 2019, and that authority to sign the application be exercised pursuant to BUSD – AR 3314, as presented.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 6, 2019
SUBJECT:	Approval of Agreement with Hanover Research (LCAP Base Grant)

Background:

Hanover Research is a national firm that collaborates with over 250 local school districts and other educational agencies and organizations across the United States. They provide research and service that is customized to the needs of the individual district. As such, Districts are able to request research on any topic and have unlimited access to the Hanover Education Library which contains an online database of over 1,800 research reports related to K-12 and Higher Education topics. These reports contain a multitude of curricular, budget, teaching, student, operational, and administrative-related subjects. They are easy to access just by using a keyword, phrase, date, or frequency of download.

Each Hanover client has access to a pool of over 150 research analysts to dedicate time to acquire the data requested. These researchers specialize in methodologies and subject area ranging from best practices, reports in education, to community stakeholder survey design and administration, and other areas upon request. Their area of expertise is to manage research overflow and operate efficiently to maximize the amount of research completed for each district. Research solutions may include but are not limited to, the following:

- *Quantitative and Qualitative Data Analysis* – program evaluation, data mining and segmentation; analysis of district collected data (trend, regression, and longitudinal)
- *Literature Review (Best Practices)* – topical review of scholarly literature featuring best practices and case studies
- *Benchmarking* – peer and aspirant-group development and comparative analysis in the areas of administration, operations, and curricular comparisons
- *Survey, Designs, Administration, and Analysis* – student and parent, quantitative program evaluation, stakeholder engagement, public perception and awareness surveys
- *Market Evaluation* – vendor/product reviews, demographic trends and projections, policy impact analysis, economic impact assessment

In 2015, the Burbank Unified School District first contracted with Hanover Research Inc. to prepare, distribute, and analyze a District-Wide LCAP Programming Survey. The result of this first collaborative project between the District and Hanover Research Inc. was a comprehensive analysis of the feedback

from 755 respondents. This analysis helped District gain insight in to the programs, resources, and services that supported students academically, impacted the social and emotional atmosphere in schools, affected areas such as arts and technology, and provided for professional development of staff.

2018-2019 Disrict-Wide Goals

1. Improve learning and achievement for targeted subgroups of students.
3. Continue to align all instruction and learning to California State Standards.

Discussion and Issues:

In the fall of the 2015-2016 school year, Hanover Research Inc. planned, designed, and executed a second survey instrument for the District. This initiative, the Burbank Unified School District School Climate Survey, was much larger in scope. The survey instrument was specifically designed to provide different questions for the different targeted stakeholder groups. The main idea was to get a strong sense of how the members of the surveyed groups feel about the quality of services, programs, and resources offered by the District. A few key issues addressed in the survey were: student safety and bullying, the quality of academic support, student and parent engagement; familiarity with District programs, resources, and initiatives; support available for staff, and the teaching and learning experience. Staff used the feedback from that survey to reflect on how the surveyed groups (the BUSD community) perceive the culture and climate of the schools and services of the District.

In addition to providing survey creation, implementation, and analysis services for the LCAP and School Climate, Hanover Research Inc. has the capacity to engage in a variety of other projects, and can tailor its research to the needs of the District.

Fiscal Impact:

The cost of the service is $37,544 for a term of one year. In addition to providing customized survey service (creation, implementation, and analysis) the District has a broad base of research reports and data closely aligned to District instructional efforts and have access to all the information and assessment tools in their library that is readily available to us. The cost will be funded out of the District's LCAP Base Grant. As such, this would be a General Fund Expense.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the agreement for consultant services between the Burbank Unified School District and Hanover Research, to provide research assistance, effective July 1, 2019 through June 30, 2020, not to exceed $37,544 (010.00000.0-00000-72000-5850-7420025), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

HANOVER RESEARCH

Letter of Agreement

Date of Agreement: May 6, 2019
Client: Burbank Unified School District

Effective Date: July 1, 2019
End Date: June 30, 2022

Agreement
This agreement "Agreement" between The Hanover Research Council LLC ("Hanover Research") and Client runs from the Effective Date to the End Date. Under this Agreement, Client has the authority to request research services on any topic (the "Research Services"), as well as the right to ask Hanover Research to expedite work of particular urgency.

All Research Services are available to Client on a subscription basis within the confines of a sequential research queue, in that Hanover will perform up to one (1) Research Services project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Client may terminate this Agreement annually with a sixty (60) days' written notice prior to the anniversary date of each membership year (July 1, 2020 and July 1, 2021).

This Agreement hereby incorporates by reference the following terms and conditions ("Terms") that are available for review by Client online at: http://www.hanoverresearch.com/client-services-terms-conditions-education/. Client's signature below shall be deemed its acceptance and acknowledgement of the Terms as they related to the Research Services.

Service Fees and Invoicing Schedule:
Net 30 – Failure to pay promptly will result in project postponement.

	Invoice Date	Invoice Fee
Year 1	7/1/2019	$37,544**
Year 2	7/1/2020	$40,500
Year 3	7/1/2021	$40,500

***Includes 10% discount in Year 1*

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than $5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

Confirmation
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Burbank Unified School District

Signature: _____

Date: _____

Hanover Research Council LLC

Signature: _____

Date: _____

Burbank Unified School District
Facilities Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Assistant II
DATE:	June 6, 2019
SUBJECT:	Approval of Agreement Between Burbank Unified School District and Los Angeles County Office of Education for Scale Up! Student Success Through Technology and Arts Integration Project

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Background:

In 2010 the California State Board of Education adopted the Common Core Standards for English Language Arts and mathematics. They are now referred to as the California Content Standards. Since 2013 the Burbank Unified School District (BUSD) has supported professional development for teachers in how to integrate the arts into the common core. In addition, the BUSD has implemented a Response to Intervention (RTI) program for students that are below grade level in English Language Arts. The Student Success Through Technology and Arts Integration Project aligns both arts integration and RTI under a multi-tiered system of support (MTSS) model.

District-Wide Goals for 2018-2019:

3. Continue to align all instruction and learning to California State Standards.

Discussion/Issues:

Through a grant secured by the Los Angeles County Office of Education, the BUSD has the opportunity to participate in a training on how to integrate arts and technology as part of a multi-tiered system of support. This grant will allow a BUSD team of four (district administrator, arts coordinator, principal and teacher) to learn about the program and provide the teacher with the technology and resources to implement in the classroom. The goal is to have a collective impact on the county and to scale up arts integration programs district-wide, while addressing literacy.

Fiscal Impact:

The district will be reimbursed for all costs associated with this program.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends the Board of Education approve the Agreement with Los Angeles County Office of Education, effective June 7, 2019 through September 30, 2019, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
SCALE UP! STUDENT SUCCESS THROUGH
TECHNOLOGY AND ARTS INTEGRATION PROJECT
CURRICULUM AND INSTRUCTIONAL SERVICES (CIS)

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE", and

BURBANK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's Curriculum and Instructional Services Department, which operates the Center for Distance and Online Learning (CDOL) unit, will provide District Scale Up! Professional Development. Using a blended technology-driven instructional model CDOL will assist District to explicitly build local capacity by increasing knowledge and integration strategies for Multi-Tiered System of Support (MTSS) and the Arts in accordance with the terms and conditions of this contract and Exhibit A, Scope of Work, attached hereto, incorporated herein, and made a part hereof. LACOE's project manager is Dotti Ysais.

2. TERM OF CONTRACT

This Contract is effective April 1, 2019 and shall remain in effect through September 30, 2019.

3. PAYMENT

LACOE shall reimburse the District an amount not to exceed Sixteen Thousand Five Hundred Fifty-One Dollars ($16,551.00) as specified in Exhibit A. Any work performed, or reimbursement sought by the District in excess of this amount shall not be considered by LACOE, unless this Contract is so amended by written amendment. Reimbursement shall be made upon completion and acceptance of the reimbursement documentation required under the terms of this agreement.

4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and LACOE as their interests may appear.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:
Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway
Downey, CA 90242-2890

District:
Mailing Address is District Office

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1

13. TUBERCULOSIS TESTING

District's employees and/or representatives that come into contact with LACOE staff must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

14. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor Agency including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

15. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/Public Agency shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

16. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

17. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

18. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

19. SEVERABILITY/WAIVER

19.1. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

19.2. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

20. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

21. TERMINATION

The Contract may be terminated by LACOE upon written notification.

22. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents,

employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

23. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

24. COMPLIANCE WITH LAW

LACOE and District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LACOE and District warrant that they have all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by the other, provide evidence of same.

25. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

26. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

27. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

29. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

30. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

31. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

32. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

33. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office Of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

34. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

35.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

35.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,

35.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

36. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY OFFICE OF EDUCATION	BURBANK UNIFIED SCHOOL DISTRICT
By _____ Patricia Smith Interim Chief Financial Officer	By _____ _____ Typed or Printed Name Title _____
Date _____	Date _____

jmd 4/15
Report 4/8/19

EXHIBIT A

SCOPE OF WORK

Student Success through Technology and Arts Integration Project
The California Department of Education's Student Support and Academic Enrichment (SSAE) competitive grant project, authorizes under the California State Budget Act, Senate Bill 840, Chapter 29, to support activities under one or more of Elementary and Secondary Education Act (ESEA) sections 4107 (well-rounded educational opportunities), 4108 (safe and healthy students), or 4109 (effective use of technology).

The ***Scale Up! Student Success through Technology and Arts Integration Project*** powered by the Los Angeles County Office of Education (LACOE)-Center for Distance and Online Learning (CDOL) will provide local education agencies with high-quality online/in-person professional development (PD) and resources. Using a blended technology-driven instructional model, LACOE's Center for Distance and Online Learning (CDOL) will assist local educational agencies, schools and communities to explicitly build local capacity by increasing knowledge and integration strategies for Multi-Tiered System of Support (MTSS) and the Arts. During *Scale Up! MTSS-Arts Academy* sessions, participants will infuse evidence-based integration strategies to begin developing a collaborative implementation model that focuses on well-rounded education, academic achievement, and digital literacy for all students.

Districts will select **four *Scale Up!*.** Optimal participation will consist of administrators, counselors, and/or MTSS/Social Emotional Learning (SEL) support staff support staff. These trainers will work together to develop a District System of Support Implementation Plan and deliver implementation content to administrators, teachers, counselors, and/or MTSS/SEL support staff.

***Scale Up!* District Team Responsibilities:**

- Attend a no-cost, 5-day *Scale Up! MTSS-Arts Academy* professional development to support local capacity building and implementation of the MTSS framework and arts integration through effective use of technology.
- Identify four (4) participants (administrators, MTSS/Social Emotional Learning (SEL) coordinators/support staff, and/or Visual Arts & Performing Arts Practitioner) from your district who will participate in the five (5) day *Scale Up! MTSS-Arts Academy* professional development. Each district is responsible for reserving room(s) for their staff. **Rooms must be reserved no later than May 15, 2019.**
- Support project collaboration by participating and completing the following:
    - Online Blackboard Arts Integration Module (TEAL Online Modules) and assessments.
        - *Complete online module training prior to 5-day Scale Up! MTSS-Arts Academy*
    - Scale Up! Orientation Webinar prior to *5-day Scale Up! MTSS-Arts Academy*
    - Daily online journal reflections, PLC postings, PD training surveys and evaluation forms during the *Scale Up! MTSS-Arts Academy*.
- Provide necessary documentation to CDOL **no later than August 30, 2019**:
    - Provide Scale Up! District Team Member names and email addresses (Upon request)
    - District System of Support Implementation Training/Meeting Log
    - District System of Support Implementation Plan
    - Necessary project data for evaluation purposes
- Utilize *Scale Up! MTSS-Arts Academy* PD presentations/tools/resources to develop *Scale Up! District System of Support Implementation Plan* and implement to support local stakeholder trainings/meetings
- To receive optimized support in developing your District System of Support Implementation Plan in expanding, building, and sustaining local capacity beyond the life of this project, **please be prepared to bring and reference the following during the *Scale Up! MTSS-Arts Academy*:**

- Most updated District Local Control Accountability Plan and District Technology Plan
- If applicable, District Arts Plan and District MTSS Plan.

Participating Districts will receive:

- No-cost, 5-day in-person *Scale Up! MTSS-Arts Academy* PD to support local agencies with recognizing, developing, and building upon a system of support for cross-disciplinary integrations (MTSS, Arts, and Technology) in providing students with well-rounded education opportunities and closing achievement gaps.
- Access to:
  - Customized presentations, the LACOE MTSS-Arts Open Educational Resource (OER), and *Scale Up! District System of Support Implementation Plan* template to deliver content to their administrators, teachers, counselors, MTSS/SEL support staff, and/or parents and community members.
  - LACOE MTSS-Arts OER and online webinars and training videos.
  - Coaching support from teaching specialists, technology, and MTSS practices from LACOE.
  - Support in developing their *Scale Up! District System of Support Implementation Plan* during the project period.
- Upon LACOE receipt of a signed contract, an Equipment Stipend will be advanced to the districts, charter schools and private schools for the purchase of four (4) digital devices with customized MTSS and implementation content for district upload of program content, project implementation and for support of stakeholder trainings and meetings. Purchase receipts must be emailed to ysais_dotti@lacoe.edu immediately after the purchase is executed.

  - **The use of the devices will be limited to official Scale Up! business only. The districts, charter schools and private schools agree to exercise due diligence to protect and conserve these devices.**
  - **The equipment obtained by the districts, charter schools and private schools will be managed and customized by the district, charter school and private school to adhere to the district's, charter school's and private school's network and mobile device management protocols. End-users are not permitted to change any device settings.**
  - **The districts, charter schools, and private schools will be solely responsible for the management, maintenance, and support of these devices. LACOE will not be held responsible and/or liable for the management, maintenance, and/or support of these devices.**
  - **The districts, charter schools and private schools will use the Equipment Stipend to purchase the following *recommended equipment* for their participants OR an option to purchase mobile devices which satisfy the organization's mobile device policies/guidelines and management configuration :**
    - 11-inch iPad Pro Wi-Fi 64 GB
    - AppleCare for iPad Pro
    - USB-C VGA Multiport Adapter
    - Apple Pencil (2nd Generation)
    - Smart Keyboard Folio for 11-inch iPad Pro – US English
    - USB-C Digital AV Multiport Adapter
    - USB-C to SD Card Reader
    - Case Logic 14.1 Laptop/iPad Slim Carrying Case

- ***NOTE: If there is a remaining balance from purchased equipment, District will NOT be required to reimburse LACOE. However, the balance shall be applied towards additional equipment purchase(s) to support and satisfy project deliverables. Equipment Stipend shall NOT EXCEED $6,355.***

*** The 5-Day In-Person *Scale Up! MTSS-Arts Academy*:**

- Room reservation stipend will only be reimbursed if reservation is made through the LACOE negotiated agreement with the Omni Hotel & Resorts, a link will be provided upon receipt of the signed contract for room reservations.
- Scale Up! District Teams will:
  - R.S.V.P and be responsible for reserving and paying for the 5 days, 4 nights stay at the Omni Hotels & Resorts for Session 1 or 2, and be reimbursed this cost by their district.
    - Session 1: Monday, June 17, 2019 to Thursday June 20, 2019.
    - Session 2: Monday June 24, 2019 to Thursday June 27, 2019.
- Scale Up! District Teams will be responsible for parking fees at:
  - The Omni Hotel, at the rate of $35.00 per vehicle, per night. This cost will be reimbursed by their district.
  - Universal Studios Hollywood for parking and mileage, at the rate of $36.00 per vehicle. This cost will be reimbursed by their district.
  - Other venue parking fees are covered under Stipend #2.

***Stipend Payment Schedule – Three Payments**

1) **Stipend #1: Equipment Stipend** – This is for the purchase of four (4) digital devices. LACOE will advance an Equipment Stipend, which shall not exceed $6,355 (inclusive of sales tax and California recycling fee) upon a receipt of a signed contract. ***Receipts must be emailed to Ysais_dotti@lacoe.edu immediately after the purchase is made***.

2) **Stipend #2: Five-Day *Scale Up! MTSS-Arts Academy* Stipend** - Upon receipt of the reservation deposited with the Omni Hotels for the *Scale Up! MTSS-Arts Academy*, Stipend #2 will be released, which shall not exceed $4,196. This stipend includes hotel and parking costs associated with the *Scale Up! MTSS-Arts Academy*, 5-day PD session. ***ALL deposit receipts must be emailed to Ysais_Dotti@lacoe.edu as soon as reservations are made.***

   - *Receipts for the hotel room deposit and parking during the Scale Up! Five-Day must be submitted to LACOE in order to be eligible to receive the Deliverables Stipend*

3) **Stipend #3: Deliverables Stipend** - Upon completion of the project deliverables, Stipend #3 in the amount of $6,000 will be released to the district to cover the costs of supplies, teacher release- time, and substitute teacher pay.

The total of all stipends received by each district, charter school and private school shall not exceed $16,551.00

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	June 6, 2019
SUBJECT:	Acceptance of Notice of Completion, Network Cabling at District Office, ICS Service Co. (Bond Fund)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District Wide Goals for 2018-2019:
8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.

Discussion/Issues:
On May 19, 2016, the Board of Education approved an Award of Contract for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract with Intercom Clock & Signal Service Co. (ICS). ICS has been working on our low voltage, public works projects, District-wide.

Using ICS Service Co.'s approved contract under Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, on November 16, 2017, the Board also approved an individual project quote for the Network Cabling project at the District office. ICS Service performed and completed all the necessary network cabling for this project.

Fiscal Impact:
The total cost of the completed project for District office is $135,004.96.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, Network Cabling at District Office by ICS Service Co. (21.0-00000.0-93000-85000-6249-7400000), PO 19001096, not to exceed $135,004.96 (Bond Fund), as presented.

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	David Jaynes, Assistant Superintendent, Administrative Services
PREPARED BY:	Roberto Jurado, Director of Information Technology and Educational Support
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	June 6, 2019
SUBJECT:	Acceptance of Notice of Completion, Bogen Intertie at Various Sites, ICS Service Co. (Bond Fund)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District Wide Goals for 2018-2019:
8.1 Maintain the District Technology Committee to research and recommend 21st Century instructional resources.

Discussion/Issues:
On May 19, 2016, the Board of Education approved an Award of Contract for Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract with Intercom Clock & Signal Service Co. (ICS). ICS has been working on our low voltage, public works projects, District-wide.

Using ICS Service Co.'s approved contract under Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, on February 1, 2018, the Board also approved an individual project quote for the Bogen Intertie project at the various sites. ICS Service performed and completed all the necessary network cabling for this project.

Fiscal Impact:
The original Board approved project cost was $9,420.50. A net deductive change order of ($1,984.94) was applied to remove from scope all parts and components that were not required to complete the project. The total cost of the completed project at various sites is $7,435.56.

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following project as completed: Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contract, Bogen Intertie at Various Sites by ICS Service Co. (21.3-00000.0-93002-85000-6249-7730000), PO 19001098, not to exceed $7,435.56 (Bond Fund), 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:	June 6, 2019
SUBJECT:	Ratification of Professional Services Agreement, Saxon Engineering, Topographic Survey, Walt Disney Elementary School (Bond Fund)

Background:

The District pursued professional assistance in the design and engineering of the bond program projects.

The legal requirements for bidding do not apply to professional services in general. For architects and other design professionals, a "fair, competitive selection process" is required. This process is governed by Public Contract Code Section 20111(c), Government Code Section 4525 to 4529.20 et seq., and Government Code Section 53060.

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 part of the design and development of the Walt Disney Elementary Modular and Modernization Project, a current topographic survey was required by the site work designers, Cannon Design.

Topographic Surveys are used to identify and map the contours of the ground and existing features on the surface of the earth, slightly above, or below the earth's surface (i.e. trees, buildings, streets, walkways, manholes, utility poles, retaining walls, etc.). The purpose of the survey is to serve as a base map for the

design of a building of some type. It may be necessary to show perimeter boundary lines and the lines of easements on or crossing the property being surveyed, in order for a designer to accurately show zoning and other agency required setbacks. Topographic Surveys require "bench marks" to which ground contours are related, information regarding surface and underground utilities, determination of required setbacks, etc.

Saxon Engineering has performed the District's topographic survey's for all the modular projects previously completed.

This is a ratification because the District directed Saxon Engineering to begin the survey process on Tuesday, May 28, 2019 so that Cannon Design could maintain their design schedule for timely submittal to DSA.

Fiscal Impact:

$5,666 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify a Professional Services Agreement between Burbank Unified School District and Saxon Engineering, pursuant to the proposal dated May 9, 2019, to provide topographic survey services for the New Modular Classrooms and Modernization, Walt Disney Elementary School, effective May 10, 2019 through May 10, 2020, not to exceed $5,666 (213-00000-0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT SERVICES AGREEMENT

This Independent Consultant Services Agreement is made and entered into by and between the Burbank Unified School District and Saxon Engineering.

1. Consultant Services. Consultant agrees to provide the following services pursuant to proposal's dated May 9, 2019 for Walt Disney Elementary School, 1220 W. Orange Grove Ave., Burbank, CA 81506, to obtain topographic and mapping survey scope of work as follows:

SCOPE OF WORK:

Providing additional surveying services as outlined on the pdf markup of the site topographic survey previously completed for the site. This survey does NOT include locating the existing property lines on the survey, as this requires additional boundary surveying and preparation of a Record of Survey. Due to the lack of available survey information in the area this item is recommended to be addressed as a separate service.

2. Consultant Qualifications. Consultant represents that they have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement. By executing this Agreement, Consultant certifies they are licensed by the State of California to perform the specified scope of work.

3. Term. This Agreement shall begin on May 9, 2019 and shall terminate upon completion of the scope of work, but no later than May 9, 2020. There shall be no extension of the term of the agreement without express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of services by Consultant. In the event of early termination, Consultant shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

4. Payment. District agrees to pay Consultant a fee for services as follows:

Schedule of fees:

Field Survey (2-man crew)	$275/hr. @16.5 hrs.	$ 4,537.50
Drafting Services	$112/hr. @8.0 hrs	$ 896.00
Surveyor Review	$155/hr. @1.5 hrs.	$ 232.50
	Total:	$ 5,666.00

District agrees to pay Consultant within thirty (30) days of receipt of any undisputed detailed invoice.

5. California Residency. Consultant's are residents of the State of California.

6. Indemnity. The Consultant shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Consultant's use of the site; the Consultant's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Consultant or their respective agents, subconsultants, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise

exist as to a party, person, or entity described in this paragraph.

7. Insurance. Without limiting Consultant's indemnification, it is agreed that Consultant shall secure and maintain in force during the term of this Agreement a comprehensive general liability policy of $1,000,000 ((One Million Dollars) and automobile policy using an occurrence policy form, with combined single limits of $1,000,000 (One Million Dollars) and Professional Liability of $ 1,000,000 (One Million Dollars) with no aggregate limit. The District shall be named as an additional insured on the policies by endorsements. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

8. Independent Consultant Status. While engaged in carrying out the terms and conditions of the Contract, the Consultant is an independent Consultant, and not an officer, employee, agent, partner, or joint venture of the District.

9. Worker's Compensation Insurance. Consultant agrees to provide all necessary worker's compensation insurance for Consultant's employees, if any, at Consultant's own cost and expense.

10. Taxes. Consultant agrees that Consultant has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Consultant. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Consultant is independently responsible for the payment of all applicable taxes.

11. Assignment. The Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent on the District.

12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Consultant and the District and their respective successors and assigns.

13. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Los Angeles, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

16. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Consultant, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

BURBANK UNIFIED SCHOOL DISTRICT
1900 West Olive Avenue
Burbank, CA 91506

Larry Cross
Director of Facilities

CONSULTANT:
Saxon Engineering
2605 Temple Heights Dr. Suite A
Oceanside, CA 92056

Kurt M. Saxon, P.E.
President
RCE #44180

17. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

18. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

19. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

20. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

21. 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

BURBANK UNIFIED SCHOOL DISTRICT

By: _____
Larry Cross
Director of Facilities

Date: 5-14-19

CONSULTANT

By: _____
Name: Kurt M. Saxon P.E.
Title: President
RCE #44180

Date: _____

saxon engineering

RECEIVED
IT&S SERVICES
2019 MAY 13 AM 5:58
BURBANK UNIFIED SCHOOL DISTRICT

Authorization for Additional Services

Date:	May 9, 2019	**Proj. Name:**	Walt Disney ES
To:	Burbank Unified School Distrcit	**Proj. No.**	1112-014-02X
Attn:	Cathy Weissman		

Description: Provide additional surveying services as outlined on the pdf markup of the site topographic survey previously completed for the site.

Value of Services: $ 5,666.00

Schedule of fees:

Field Survey (2-man crew)	$275/hr. @ 16.5 hrs.	$ 4,537.50
Drafting Services	$112/hr. @ 8.0 hrs.	$ 896.00
Surveyor Review	$155/hr. @ 1.5 hrs.	$ 232.50
	Total: $	**$ 5,666.00**

Note: This item of work does not include locating the existing property lines on the survey, as this requires addlitonal boundary surveying work and preparation of a Record of Survey. Due to the lack of available survey information in the area this item is recommended to be addressed as a separate

Reimbursables:
In conjunction with providing the services outlined above, we will incur certain expenses such as blueprints, mylars, plotting, scanning, copying, deliveries, travel time, mileage, and coordination of above activities for which we will expect to be reimbursed. Actual fees will be invoiced as they are incurred on a cost plus basis.

Additional work cannot be started until signed Authorization is returned.

Sincerely,

Kurt Saxon

Approved by:

LARRY CROSS
Print Name

Date: 5-14-19

For Office Purposes Only

AFAS Tracking: #1R

Reviewed/Approved By: Date: 5/13/19

To A/P - Purchasing: / /

Saxon Engineering Services, Inc.
2605 Temple Heights Dr., Suite A, Oceanside, CA 92056
Ph 949.366 2180 • Fax 800 653 4193 • www.saxoneng.com

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:	June 6, 2019
SUBJECT:	Acceptance of Notice of Completion, 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:

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 7, 2019, the Board of Education approved an 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)

This work is completed at Thomas Edison Elementary School and has been accepted by the District.

Fiscal Impact:

$96,935.36 PO 19003636 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept a notice of completion, 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, not to exceed $ 96,935.36 PO 19003636 (213-00000-0-91010-85000-6230-202-0000) Bond Fund, 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.

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:	June 6, 2019
SUBJECT:	Approval of Award of Contract, Universal Asphalt, CUPCCAA Bid 1819-077, Playground Asphalt and Grading, Bret Harte 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 modem teaching facilities for our schools.

District-Wide Goals for 2018-2019:

7.I Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:

In order to complete the campus wide renovations which included the installation of the new modular classroom buildings, it became necessary to install upgraded playground equipment. The existing playground equipment has reached or surpassed its life expectancy and serviceability. In order to install the Play Power play equipment, it is necessary to "prep" the play equipment installation area by demolishing the existing curb and asphalt, grade and install new asphaltic concrete materials base, new asphalt and curb.

The District contacted the two qualified asphalt contractors on the 2019 CUPCCAA bidders list and requested bids.

The submitted bids were as follows:

California Paving and Grading - $ 24,615
Universal Asphalt - $17,500

Fiscal Impact:

$17, 500 (Bond Fund)

Recommendation:

David Jaynes, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an award of contract, Universal Asphalt, CUPCCAA Bid 1819-077, Asphalt and Grading, Playground Equipment Installation, Bret Harte Elementary School, effective June 7, 2019 through, June 7, 2020, not to exceed $17,500 (213-00000-0-91006-85000-6170-205-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:
(562) 941-0201
(888) 941-0201
FAX:
(562) 941-4080

FACILITIES SERVICES
2019 MAY 16 AM 5:54
BURBANK UNIFIED SCHOOL DISTRICT

May 15, 2019

Burbank Unified School District
1900 W. Olive Ave.
Burbank, CA 91506

Attention: **Kurt Hauffe**
RE: *AC Paving*

Job Address: ***Bret Harte Elementary, 3200 W. Jeffries Ave., Burbank***

PROPOSAL

I. Sawcut existing asphalt as necessary.
II. Remove and stockpile sand.
III. Fine grade and compact as necessary.
IV. Pour new 16" -18" Curb at sand pit areas with 5" wide curb (48 Lf rebar).
V. Furnish and install 4" of Class II Base to 2,400 Sf, near sand pit area, roll to compact.
VI. Furnish and install 3" of asphalt to same 2,400 Sf, roll to compact.

Total Cost $17,500.00

PRICE GOOD FOR 30 DAYS
PRICE INCLUDES ONE MOVE IN
STANDARD EXCLUSIONS:
Rough grading, subgrade compaction, concrete work, base under concrete, engineering, testing, permits, bonds, fees, staking, utility adjustment and patching, striping and bumpers & guarantee for drainage where designed less than 1%.

Darren M. Houck, *Project Estimator*

Bond Playground

Approved By / Date
5/16/19
/ /
To A/P - Purchasing / /
DOE 6/6/19

CALIFORNIA PAVING & GRADING CO.INC.
3253 VERDUGO RD.LOS ANGELES,CA 90065
(P) 323-255-1149 (F) 323-255-3473
STATE LICENSE #384051

RECEIVED
FACILITIES SERVICES
2019 MAY 15 AM 9:24
BURBANK UNIFIED
SCHOOL DISTRICT

Proposal & Contract

Date	Proposal #
5/14/2019	190750

Customer Name / Address	Job / Address
Burbank Unified School Dist. 510 S. Sheldon St. Burbank, CA 91506 Attn: Kurt	Bret Harte Elementary 3200 Jefferies Ave. Burbank, CA 91505

Rep	Terms of Sale	P.O. No.	Job Number
Tom	Due on receipt		190750 - 3200 Jefferi...

Description	Total
Complete All Saw Cutting Remove 148 LF. Concrete Curb @ Sand Pit Remove/Stockpile Sand to Allow for New Spec's Approx. 2,400 Sq. Ft. Fine Grade Areas to be Paved/Poured Pour New 16" to 18" Inch Curb @ Sand Pit 5" Inch Wide With Rebar 48 LF. Install 4" Inches of Base Material to Areas Totaling Approximately 2,400 Square Ft.,(Sand Pit) Install 3" Inches of Asphalt to Areas Totaling Approximately 2,400 Square Ft.,(Sand Pit) Compact All New Asphalt Material with Machine Roller Quotes are Valid for 30 Days All work is to be completed in a substantial and workmanlike manner according to standard practices for the sum of ...	23,615.00
Work to be Completed With Prevailing Wages	
California Paving & Grading Co.,Inc. By:Tom Dilsworth	

ACCEPTANCE
You are hereby authorized to proceed with the work as per above and I agree to pay in the amount as stated on this proposal. You the Buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. PLEASE READ CAREFULLY the General Terms & Conditions of Sale page BEFORE signing.

Accepted By:_____ Date:_____

Please read and sign all pages of this Proposal and Contract.

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:	June 6, 2019
SUBJECT:	Approval of 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, Walt Disney 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.

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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.

On May 16, 2019, the Board of Education approved the extension of Bid No.1516-059, 2016 Low Voltage Unit Price Bid for Public Works Contracts, Intercom Clock and Signal Service, Various Sites, (Various Funds) for the 2019/2020 fiscal year.

The District felt the need to provide Disney Elementary School with a new Bogen communications and public address system for safety and security.

Fiscal Impact:

$114,135.68 (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, Walt Disney Elementary School, Bid 1516-059, 2016 Low Voltage Unit Price Bidding for Public Works Contracts, effective June 7, 2019 through June 7, 2020, not to exceed $114,135.68 (21.3-00000-0-91010-85000-6230-201-0000) Bond Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Low Voltage Unit Price Bid Sheet

2019 APR 24 PM 1:28

Name of Contractor Submitting Bid: ICS Service Co. Revised

Project: **Disney Elementary Intercom and Emergency Paging System**
With 1 zone for the Portable group in anticipation of their removal in the near future

Date: 4-24-19

Item No.	Description	Qty	Bid Price		Extended
	Group A. EMT Conduit and Accessories				
101	3/4"		$ 0.54	plf	$ $0.00
102	3/4" additional bends/sweeps		$ 1.98	each	$ $0.00
103	3/4" l.b. fitting		$ 7.78	each	$ $0.00
104	1"	200	$ 0.95	plf	$ $190.00
105	1" additional bends/sweeps	40	$ 3.12	each	$ $124.80
106	1" l.b. fitting	12	$ 9.80	each	$ $117.60
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"		$ 2.22	plf	$ $0.00
111	2" additional bends/sweeps		$ 6.66	each	$ $0.00
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	20	$ 5.88	each	$ $117.60
122	1" Compression fitting	50	$ 1.12	each	$ $56.00
123	1 1/2"	300	$ 1.88	plf	$ $564.00
124	1 1/2"" additional bends/sweeps	20	$ 4.91	each	$ $98.20
125	1 1/2"" l.b. fitting	6	$ 18.88	each	$ $113.28
126	1 1/2"" Meyers hub	12	$ 8.51	each	$ $102.12
127	1 1/2"" Compression fitting	50	$ 2.02	each	$ $101.00
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

Reviewed/Approved By — Date 5/17/19
5/17/19
To A/P - Purchasing ___/___/___

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	5	$	30.24	each	$ $151.20
148	18 x 18 x 8	5	$	114.24	each	$ $571.20
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		$	1.93	plf	$ $0.00
153	90° flat elbow for V700		$	2.62	each	$ $0.00
154	V717 90° internal elbow for V700		$	3.56	each	$ $0.00
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"	5	$	212.80	each	$ $1,064.00
175	1 1/2"	5	$	224.00	each	$ $1,120.00
176	2"		$	252.00	each	$ $0.00

Group H: Installed Assembly; Roof Penetrations

177	1"	1	$	123.20	each	$ $123.20
178	1 1/2"	2	$	140.00	each	$ $280.00
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	170	$ 12.43	each	$	$2,113.10
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		$ 0.05	plf	$	$0.00
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	1200	$ 1.63	plf	$	$1,956.00
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	8000	$ 0.10	plf	$	$800.00
236	Each Additional 290 cable in common pull	24000	$ 0.10	plf	$	$2,400.00
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	28	$ 53.37	each	$	$1,494.36
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		$ 78.30	each	$	$0.00
243	Wall/Ceiling Speaker Assembly					
244	Lowel CB8-6; SQLK8L with Atlas APF15T- Exterior	8	$ 193.10	each	$	$1,544.80
245	Surface Wall/Ceiling Speaker Assembly					
246	Bogen WBS8T725 Speaker		$ 36.56	each	$	$0.00
247	Siemons S-89 and S-661 Block	32	$ 18.82	each	$	$602.24
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	4	$ 68.00	each	$	$272.00
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	1	$ 212.04	each	$	$212.04
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%)	$3,030.00	12%	%	$	$3,393.60
290	Subcontractor Cost Markup		12.00	%	$	$0.00
291	Communications/Fire Alarm Certified Tech/Installer	600	$ 84.00	phr	$	$50,400.00
292	Inside Wireman	180	$ 97.85	phr	$	$17,613.00
293	Estimator/Designer	40	$ 55.00	phr	$	$2,200.00
294	Cad Drafter	40	$ 55.00	phr	$	$2,200.00
295	2nd Shift Adder to Line 291 per hour	380	$ 10.00	phr	$	$3,800.00
296	2nd Shift Adder to Line 292 per hour	90	$ 10.00	phr	$	$900.00
	Sub Total				$	$111,897.73
297	Markup for Bonding (Jobs over $25,000)		2	%		$2,237.95
	Total					**$114,135.68**