BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, January 20, 2022

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/boemeetings; at the District Office Building, Superintendent's Office, 1900 W. Olive Ave., Burbank, 91506; and at the Reference Desk in all Burbank City Libraries at: 110 N. Glenoaks, Burbank, 91502; 300 N. Buena Vista, Burbank, 91505; and 3323 W. Victory Blvd., Burbank, 91505.

1. CALL TO ORDER
Please note that the meeting may be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings

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

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

1. Speakers who wish to provide a Public Comment virtually should sign up at this link: https://forms.gle/Tok33J5J9EBpJNZm9 before 3pm on Friday, January 19. Please indicate if your comment pertains to (1) an item on this agenda, or (2) a subject within the jurisdiction of the Board of Education.

2. The Zoom Webinar will open at 6:30 p.m. Speakers are asked to rename their Zoom profile to indicate their full name to expedite this process. Please note that only those individuals who have signed up to speak prior to 3:00 p.m. on Wednesday, January 19, will be allowed to enter the Zoom Webinar. Speakers will receive an email Friday afternoon with the Zoom Webinar login details.

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

4. After a speaker completes their public comment, or if the five-minute (5) time limit has been reached, the speaker will be removed from the Zoom Webinar and can continue watching

the meeting by streaming it at www.burbankusd.org/boemeetings

5. If you require Spanish, Armenian, or ASL translation of the meeting, please email kimberleyclark@burbankusd.org prior to 3:00 p.m. the day before the meeting to receive a registration link.

2. REQUESTS TO ADDRESS THE BOARD

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

2.b Staff Responses

2.c Board Members' Responses

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

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

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

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

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

3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960035872 and 960002704

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.

We acknowledge the traditional, ancestral, unceded territory of the Chumash, Tongva, Fernandeño Tataviam, and First Nations on which we are learning, educating, and living.

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. OATH OF OFFICE

8.a Administration of the Oath of Office for Student Board Members
Char Tabet, President, Board of Education, will administer the Oath of Office to Student Board Members Owen Vivado and Evan Urena, representing Monterey High School, who will serve as Student Board Members for the 2021-2022 school year.

9. REPORTS FROM THE BOARD

9.a Student Representatives
Jule Reader, JBHS; Shushanna Ter-Petrossyan, BHS; and Owen Vivado and Evan Urena, MHS, will report on activities at their respective schools.

10. REQUESTS TO ADDRESS THE BOARD

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

10.b Staff Responses

10.c Board Members' Responses

11. REPORTS TO THE BOARD

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

Facilities and Technology PowerPoint_012022.pdf

11.b Report on Independent Study
Sharon Cuseo, Assistant Superintendent, Instructional Services, will report to the Board of Education on Independent Student, as presented.

Report on Independent Study 1-20-2022.pdf

11.c Report on the Burbank Unified School District's COVID-10 Response
Matt Hill, Superintendent, will report on the District's current COVID-19 Response.

12. NEW AND/OR UNFINISHED BUSINESS

12.a Adoption of Resolution 20 Proclaiming the Month of February 2022, in Recognition of National Black History Month
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 20 proclaiming the Month of February 2022, in recognition of National Black History Month in the Burbank Unified School District, as presented.

Resolution_20 in_recognition_of_National_Black_History_Month_2022.pdf

12.b Adoption of Resolution 21 Proclaiming the Week of February 7, 2022 through February 11, 2022, as School Counseling Week
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 21 Proclaiming the week of February 7, 2022 through February 11, 2022, as School Counseling Week in the Burbank Unified School District, as presented.

Resolution 21 - Counselors Week.pdf

12.c Approval of 2020-2021 School Accountability Report Cards
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the 2020-2021 School Accountability Report Cards prepared in 2021-2022, as presented.

Due to the size of each document, the School Accountability Report Cards (SARCs) will not be duplicated for distribution; however, copies of each site's SARC is available for review in the Instructional Services Department or by contacting Dr. Peter Knapik at (818) 729-4482 or by email at peterknapik@burbankusd.org.

Approval of 2020-2021 SARC 01202022.pdf

12.d Approval of Board Policy/Administrative Regulation 6161.11: Supplementary Instructional Materials

John Paramo, Assistant Superintendent, Educational Services, will facilitate the Board's approval of the proposed revision of selected Board Policies and Administrative Regulations as requested by the Board of Education, as presented.

Policy Update_BP 6161 11.pdf

13. CONSENT AGENDA

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

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960035872, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective December 8, 2021 through May 27, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035872 Settlement Agreement.docx.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960002704, not to exceed $147,000.00 (01.0-65000.0-50010-36000-5813-7440000), effective December 6, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960002704 Settlement Agreement.docx.pdf

13.c Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Board of Education Meeting of December 16, 2021, as presented.

Minutes.12.16.21.pdf

13.d Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Board of Education Meeting of December 22, 2021, as presented.

Minutes.12.22.21.SP.pdf

13.e Approval of Personnel Report Number 21-22-10

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 21-22-10, covering Certificated and Classified personnel, and consisting of Pages 1 to 15 inclusive, as presented.

Personnel Report.pdf

13.f 2021-2022 Purchase Order Report

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2021-2022 as listed through December 6, 2021, as presented.

2021-2022 Purchase Order Report.pdf

13.g Approval of Warrants

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $7,087,177.56 and commercial warrants in the total amount of $2,200,661.18, as presented.

Warrants.pdf

13.h Approval of Instructional Consultant Services

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the instructional consultant services for the purpose of on-site student learning support and staff development, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Instructional Consultants 01202022.pdf

13.i Ratification of Instructional Consultant Services

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify 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.

Ratification of Instructional Consultants 01202022.pdf

13.j Ratification of Agreement for Non-Instructional Consultant Services

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Ratification of Non Instructional Consultants 01202022.pdf

13.k Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022, Report Summary No. 2, October 1 through December 31, 2021, as presented.

BUSD_Williams_UCP_Report_2nd_Quarter_2021_22.pdf

13.l Approval of Agreement for Consultant Services with Sign Up Interpreting Services, LLC
Stacy Cashman, Director, Student Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and Sign Up Interpreting Services, LLC to provide Interpreters/translators to student/families during expulsion hearings/conferences relative to Student Services on an as needed basis, effective January 20, 2022 through June 30, 2022, not to exceed $1,000 (01.0 00000.0 00000 72000 5850 7451000), and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Board Memo Sign Up 21.22.pdf

13.m Ratification of Agreement for Professional Services
Sarah Niemann, Assistant Superintendent, Human Resources Services recommends that the Board of Education ratify the Consultant Agreement between the Burbank Unified School District and SignUp, to provide American Sign Language interpreting to employees, not to exceed $5,000 (01.0-00000.0-72000-5810-7552000), effective October 1, 2021 through June 30, 2022 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented

Agreement - SignUP.pdf

13.n Approval of Amended Consultant Agreement for Toby Black
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Toby Black to provide non-instructional consultant services, effective August 30, 2021 through May 31, 2022, in the amount of not to exceed $56,000 (01.0-58700.0-00000-31400-5850-7408000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Amended Agmt Toby Black 01202022.pdf

13.o Approval of Agreement for Consultant Services with Language Resources of America, LRA Interpreters Inc.
Stacy Cashman, Director, Student Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and LRA Interpreters, Inc., to provide Interpreters/translators to student/families during expulsion hearings/conferences relative to Student Services on an as needed basis, effective January 20, 2022 through June 30, 2022, not to exceed $1,000 (01.0 00000.0 00000 72000 5850 7451000), and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Board Memo LRA 21.22.pdf

13.p Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Professional Tutors of America for Special Education Student 960006990, not to exceed $8,000 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2021 through August 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960006990_Professional Tutors_Ratified.pdf

13.q Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Bright Beginnings for Kids, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $1,475 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034223_Bright Beginnings for Kids.pdf

13.r Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Actum Clinical and Behavioral Services, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $4,725 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034223_Actum Clinical and Behavioral Services.pdf

13.s Approval of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Gunn Psychological Services, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034223_Gunn Psychological Servicess.pdf

13.t Amended Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and Ausin Texas Learning Group LLC, to provide support to the Language Enrichment Autism Program (LEAP), not to exceed $73,525 (01.0-65000.0-50010-36000-5813-7440000), effective September 7, 2021 through March 4, 2022 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was October 7, 2021 effective September 7, 2021 through January 30, 2022, not to exceed $56,525. This amendment adds an additional $17,000 increasing the total not to exceed to $73,525. This amendment also extends the end date from January 30, 2022 through March 4, 2022.

SPED Professional Services_Ausin Texas Learning Group_Amended.pdf

13.u Amended Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $134,000 (01.0-65000.0-57602-11901-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 17, 2021 for a total not to exceed $80,000. The District is obligated to provide interpreting and translation to special education students whose IEPs require it. This amendment adds an additional $54,000 to the agreement for a total not to exceed $134,000.

SPED Professional Services_LRA Interpreters_Amended.pdf

13.v Amended Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services recommends that the Board of Education amend an agreement between the Burbank Unified School District and Adriana Anaya PsyD., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013929, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 3, 2021 through April 1, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 3, 2021 effective June 3, 2021 through December 30, 2021, not to exceed $5,500. This amendment is to extend the end date from December 30, 2021 to April 1, 2022.

SPED Student 960013929_Adriana Anaya PsyD._Amended.pdf

13.w Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Professional Tutors of America for Special Education Student 960025051, not to exceed $4,000 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2021 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960025051_Professional Tutors_Ratified.pdf

13.x Ratification of Agreement for Professional Services (Special Education)
Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Professional Tutors of America for Special Education Student 960035872, at no cost to the District (01.0-65360.0-57602-11900-5850-7440000), effective December 9, 2021 through August 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960035872_Professional Tutors_Ratified.pdf

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

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Speech Bananas Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960010470, not to exceed $1,300 (01.0-65000.0-57602-11900-5850-7440000), effective January 4, 2022 through March 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960010470_Speech Bananas_Ratified.pdf

13.z Approval of Student Affiliation Agreement– Stanbridge University
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Affiliation Agreement between the Burbank Unified School District and Stanbridge University to provide educational field experience, effective January 21, 2022 and until terminated upon mutual consent of both parties (or a date. i.e. through May, 1, 2023), and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Stanbridge University.pdf

13.aa Approval of Extension of Agreement for Professional Services with AMS.NET (Special Use Funds)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends the Board of Education approve an extension to the agreement with AMS.NET for professional services, not to exceed $32,000, (01.0-00000.0-00000-77000-5850-7732000) (Special Use Funds), and authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Extension Agreement_AMS.NET_012022.pdf

13.ab Approval of Agreement with AreyJones for Lightspeed Content Filtering Licenses (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and AreyJones to provide Lightspeed Content Filtering, not to exceed $14,112 (01.0-32130.0-11100-10000-5840-7409000) (General Fund), effective December 15, 2021, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Agreement_Lightspeed Content Filtering_AreyJones_012022.pdf

13.ac Approval of Agreement with T-Mobile for Project 10 Million for Hotspots (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and T-Mobile for Project 10 Million to reduce hotspots costs and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Approval_Agreement_T-Mobile Project 10 Million_012022.pdf

13.ad Ratification of Award of Contract, Reliable Floor Covering Inc., Furnish and Install Flooring in Ten Classrooms, Two-Story Modular Building Project, Walt Disney Elementary School (Bond

Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an award of contract between Burbank Unified School District and Reliable Floor Covering Inc., to furnish and install flooring for ten new classrooms for the Two-Story Modular Building Project at Walt Disney Elementary School, effective December 22, 2021 through December 22, 2022, not to exceed $65,642 (213-00000.0-91008-85000-6250-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Ratif.AOC_Reliable Flooring_Disney_Bond.pdf

13.ae Acceptance of Notice of Completion, Sportsfield Specialties Inc., Furnish and Install Tennis Court Netting and New Baseball Field Pads, John Burroughs and Burbank High School (Special Reserve)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Furnish and Install Tennis Court Netting and New Baseball Field Pads at Burbank and John Burroughs High School, PO# 22000447, not to exceed $18,749, Special Reserve, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

$5,624.70 Burbank High School (400-00000.0-00000-85000-6170-431-0000)
$13,124.30 John Burroughs High School (400-00000.0-00000-85000-6170-432-0000)

NOC_Sportsfield Specialties_JBHS&BHS_Spec. Reserve.pdf

13.af Approval of Additive Change Orders No.2-5, Santa Clarita Concrete, Site & Structural Concrete, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change orders No.2-5 between Burbank Unified School District and Santa Clarita Concrete for the Site & Structural Concrete for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $523,142.88 (21.3-00000-0-91008-85000-6230-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The increased amount of $12,671.18 for change orders No.2-5, bringing the total not to exceed amount to $523,142.88, is for the additional expenses due to the following: embed delays/delay of contract by SilverCreek; fabrication of missing stair bolt templates; installation of missing trim bars; and removal and reinstallations of incorrectly placed and non-compliant staircase bolts.

CO2-5_Santa Clarita Concrete_Disney_Bond.pdf

13.ag Acceptance of Notice of Completion, Khepra Inc./ Blue Box for Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting, CMAS Contract 3-19-0-3710A, District-Wide (Esser Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting, (CMAS) Contract 3-19-0-3710, District-Wide, PO# 22000917, not to exceed $206,100 (010-32100.0-00000-81100-5850-752-9000) Esser Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Khepra-Blue Box_Esser.pdf

13.ah Approval of Quality Bidders Software Services Agreement, Colbi Technologies Inc., Facilities and Technology Services (Bond Fund and Special Reserve)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Colbi Technologies Inc., for the Quality Bidders Software for Facilities and Technology Projects, effective January 21, 2022 through January 20, 2023, not to exceed $1,000 (21.3-00000.0-91008-85000-5840-201-0000) Bond Fund and $4,000 (40.0-90329-0-00000-85000-5840-431-0000) Special Reserve, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

AoA_Colbi Tech_Disney&BHS_Bond&SpecialReserve.pdf

13.ai Approval of Award of Contract, Izurieta Fence Company Inc., Furnish and Install Galvanized Chain Link Fence and Swing Gate, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Izurieta Fence Company Inc., to Furnish and Install a Galvanized Chain Link Gate and Swing Gate for the Two-Story Modular Building Project at Walt Disney Elementary School, effective January 21, 2022 through January 20, 2023, not to exceed $163,111.09 (21.3-00000.0-91008-85000-6170-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

AOC_Izurieta Fence_Disney_Bond.pdf

13.aj Acceptance of Notice of Completion, Dave Bang Associates Inc., Removal and Installation of Rubber Surfacing, Pre-K Play Area at Monterey High School (Deferred Maintenance)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: removal and installation of rubber surfacing in the Pre-K play are at Monterey High School, PO#22000587, not to exceed $14,607.95 (14.0-00000.0-00000-85000-6170-530-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Dave Bang_Monterey_Def. Maint.pdf

13.ak Acceptance of Notice of Completion, Dave Bang Associates Inc., Site Prep and Installation of Rubber Surfacing, Bret Harte Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: site prep and installation of rubber surfacing at Bret Harte Elementary School, PO# 22000648, not to exceed $125,566.64 (21.3-00000.0-91006-85000-6170-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Dave Bang_Bret Harte_Bond.pdf

13.al Acceptance of Notice of Completion Western Allied Corp., CUPCCAA Bid 2021-002, Installation/Conversion of Existing Furnace Unit into an HVAC System in the Auditorium at

Stevenson Elementary School (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Installation/Conversion of the Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School, PO# 22001096, not to exceed $93,810 (21.3-00000.0-91003-85000-6230-2150000) Bond Fund and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

NOC_Western Allied_ Stevenson_Bond.pdf

13.am Approval of Non-Instructional Consultant Services
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Approval of Non-Instructional Consultants 01202022.pdf

14. REQUESTS TO ADDRESS THE BOARD

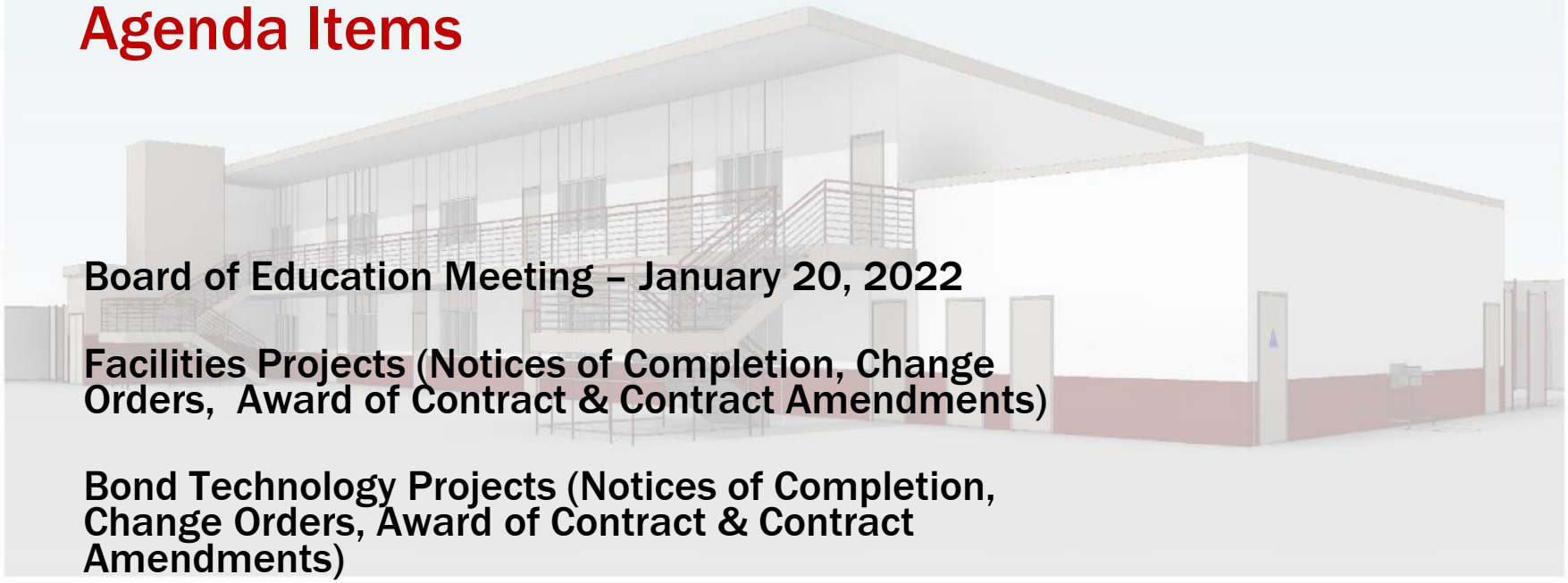
14.a Public Communications on a Subject Within the Jurisdiction of the School Board
An individual or group representative may address the Board of Education on any subject within its jurisdiction by completing a blue request card. Speakers are requested to state their name prior to speaking to the Board. 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.

14.b Superintendent's Comments and Responses
Matt Hill, Superintendent, will respond to public comment and will comment on items of interest to the Board of Education and community.

14.c Board Members' Comments and Responses
Board Members will respond to public comment and will comment on items of interest to the community.

15. ADJOURNMENT

Facilities/Technology
Board of Education
Agenda Items



Board of Education Meeting – January 20, 2022

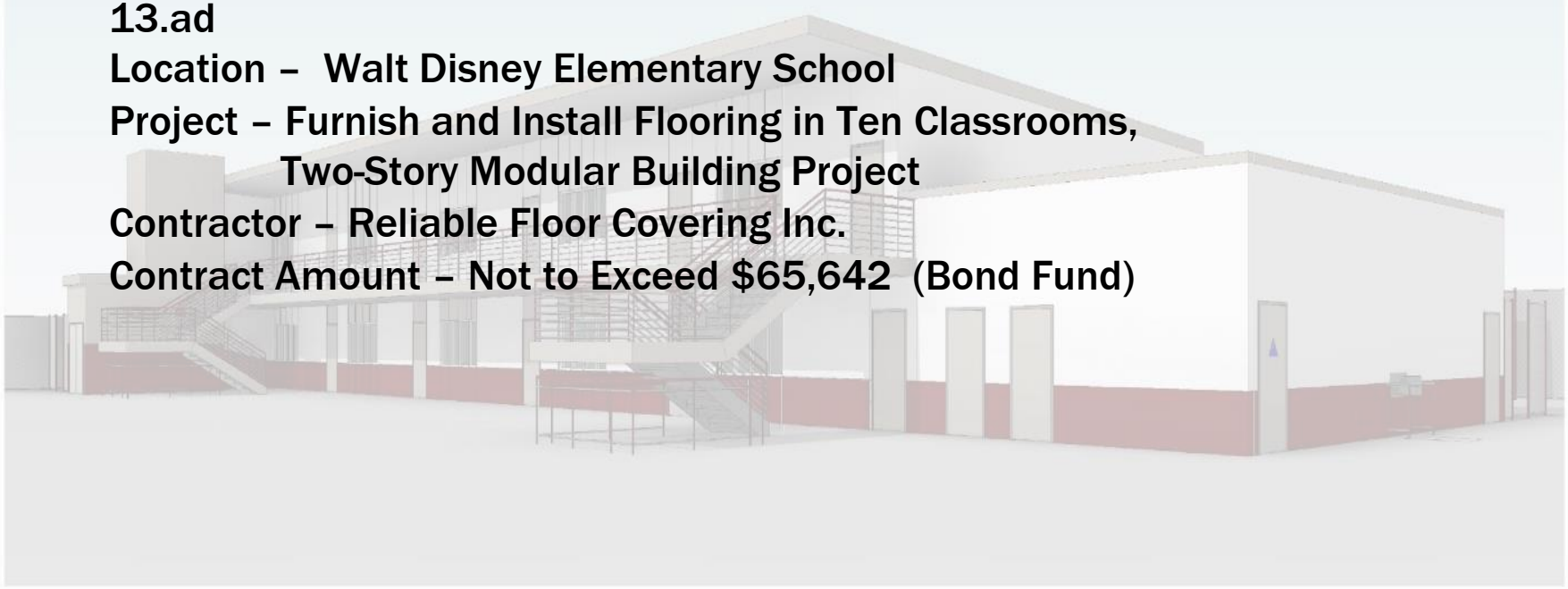
Facilities Projects (Notices of Completion, Change Orders, Award of Contract & Contract Amendments)

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

NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Ratification of Award of Contract - Facilities

13.ad
Location – Walt Disney Elementary School
Project – Furnish and Install Flooring in Ten Classrooms,
Two-Story Modular Building Project
Contractor – Reliable Floor Covering Inc.
Contract Amount – Not to Exceed $65,642 (Bond Fund)



NEW CLASSROOM BUILDING
WALT DISNEY ELEMENTARY SCHOOL

Approval of Additive Change No.2-5 - Facilities

13.af
Location – Walt Disney Elementary School
Project – Site & Structural Concrete, Two-Story Modular Building Project
Contractor – Santa Clarita Concrete
Contract Amount – Not to Exceed $523,142.88 (Bond Fund)

Note: The increased amount of $12,671.18 for change orders No.2-5, bringing the total not to exceed amount to $523,142.88, is for the additional expenses due to the following: embed delays/delay of contract by SilverCreek; Fabrication of missing stair bolt templates; installation of missing trim bars; and removal and reinstallations of incorrectly placed and non-compliant staircase bolts.

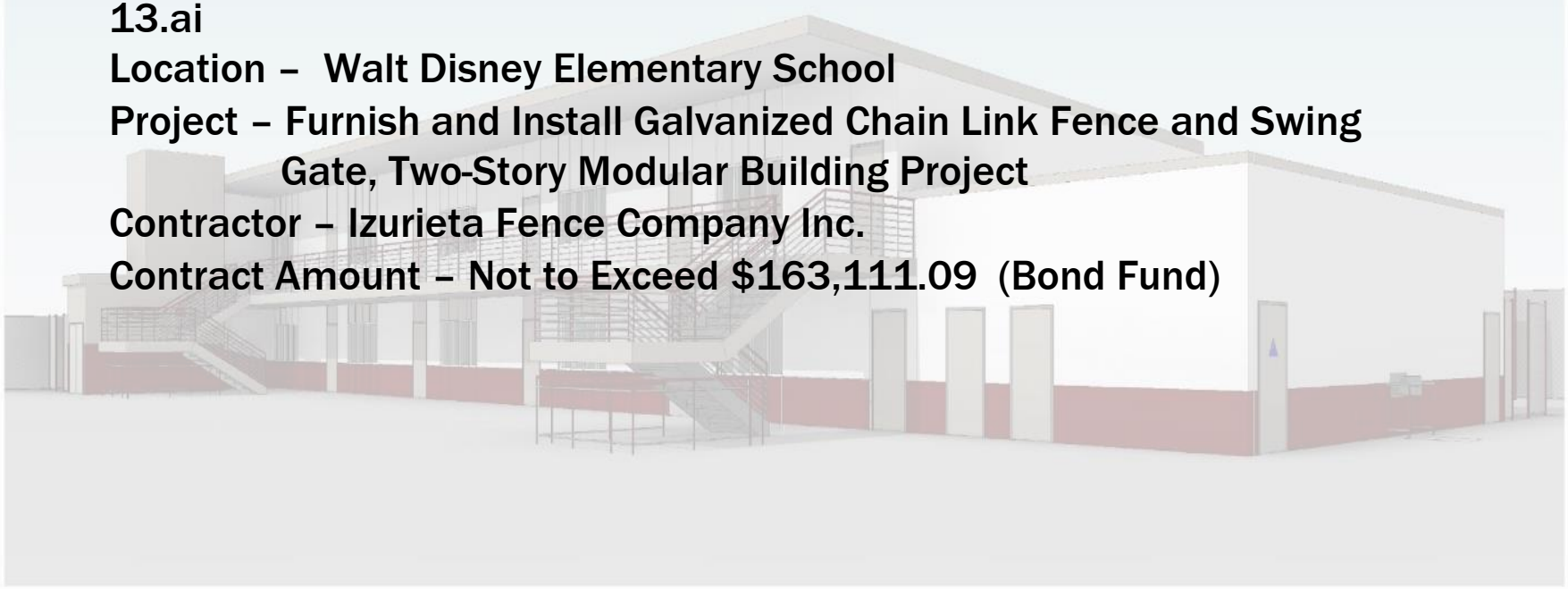
Approval of Quality Bidders Software Services Agreement - Facilities

13.ah
Location – Facilities and Technology Projects
Project – Annual Software ($5,000)
Contractor – Colbi Technologies, Inc.
Contract Amount – Not to Exceed $5,000 ($1,000 Bond Fund; $4,000 Special Reserve)



Approval of Award of Contract - Facilities

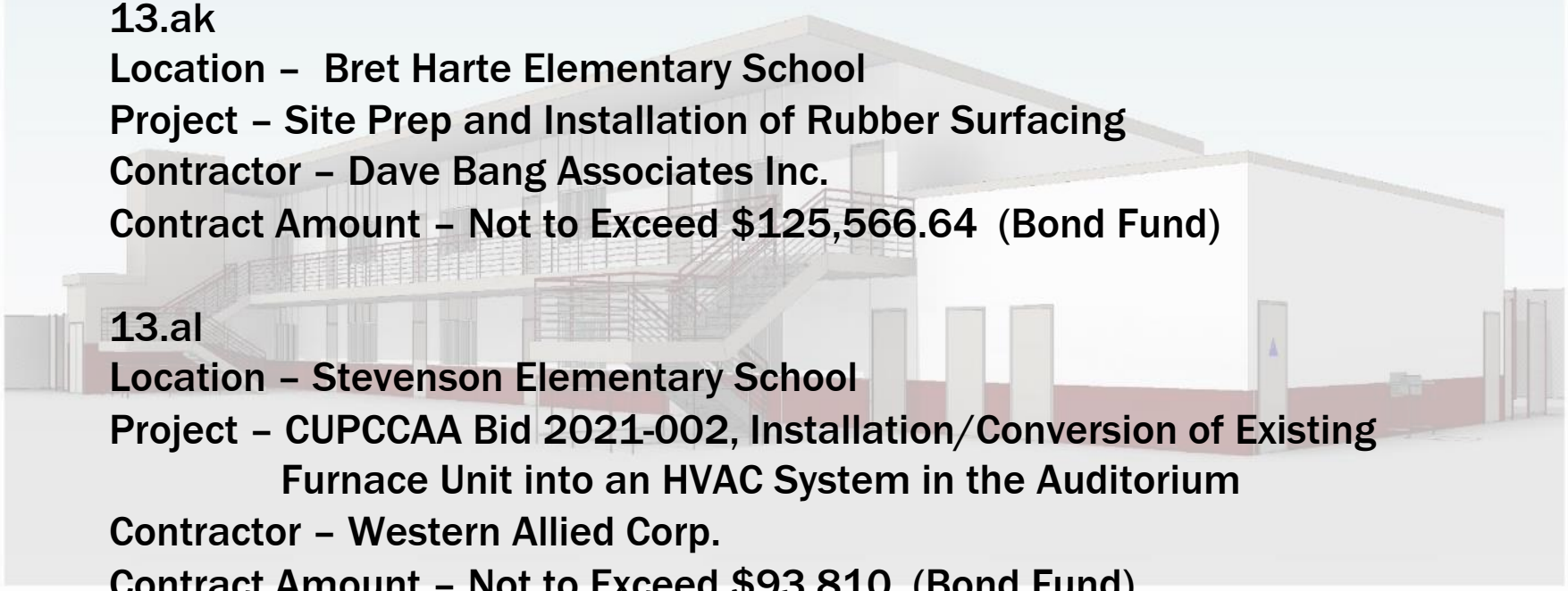
13.ai
Location – Walt Disney Elementary School
Project – Furnish and Install Galvanized Chain Link Fence and Swing Gate, Two-Story Modular Building Project
Contractor – Izurieta Fence Company Inc.
Contract Amount – Not to Exceed $163,111.09 (Bond Fund)



Notice of Completion - Facilities

13.ak
Location – Bret Harte Elementary School
Project – Site Prep and Installation of Rubber Surfacing
Contractor – Dave Bang Associates Inc.
Contract Amount – Not to Exceed $125,566.64 (Bond Fund)

13.al
Location – Stevenson Elementary School
Project – CUPCCAA Bid 2021-002, Installation/Conversion of Existing Furnace Unit into an HVAC System in the Auditorium
Contractor – Western Allied Corp.
Contract Amount – Not to Exceed $93,810 (Bond Fund)



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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	January 20, 2022
SUBJECT:	Report on Independent Study

Background:

In July of 2021, the state mandated that schools must offer both an in-person and independent study learning option. The legislation revised previous independent study requirements and made them more robust, including live instruction and/or live interaction components. The Burbank Unified School District implemented a model for TK – 6 that provides instructional materials to meet the instructional minutes requirement and also provides and hour each day of live instruction. In addition, the District was required to create systems of support to reengage students who were not engaging in independent study. This is an effort that begins with support staff at the school site and is overseen by Student Services staff as well.

District Wide Goals for 2021-2022:

1. Students will be career/college ready via high-quality instruction
2. Students will be physically, emotionally, and mentally healthy

Discussion/Issues:

The recent surge in COVID cases has prompted more interest in the Independent Study program and what that looks like in Burbank USD. There are also questions regarding the potential for school or district closure and what that process looks like. Here is an update of the program:

Short Term Independent Study- This is for students who have tested positive for COVID or who need to quarantine. According to the California Department of Education, the instruction can be any of the following:

"…Methods may include paper or virtual assignments, lectures, videos, simulcasting, interactive curriculum, and other types of instruction. Students must create a tangible work product to which their teacher must assign a time value. In the case of lectures, videos, simulcasting… students may create notes, write summaries of what they learned, complete a quiz or project related to the instruction, produce an audio or video recording … The time value of a student's effort can be ascertained by the teacher's documentation that the student participated in activities visible during synchronous online instruction."

If a student needs to quarantine beyond 14 days, then the teacher will be required to provide the live instruction/live interaction component.

Long Term Independent Study-

Elementary (K-5) – Current Enrollment = 119
Student remains assigned to the regular classroom teacher and attends live virtual instruction or live interaction daily between 3:00 pm & 4:00 pm.
Secondary – grade 6- Current Enrollment = 13
Same as above, except that the student will be assigned to multiple teachers from 3:00 to 4:00 in order to cover the specific content areas.
Secondary- grades 7-12- Current Enrollment = 242 (29) pending
Students are enrolled in the Independent Learning Academy (ILA) and may be dual enrolled with their home school.
Special Education- Current Enrollment = 29
Students who through the IEP process receive IS may attend the IS or another program based on their individual needs.

Process of Closing a School or District

1. A school or district can only be closed due to cases of COVID in consultation with the Los Angeles County Department of Public Health.
2. Schools or districts may also close because of staffing shortages due to COVID. This method requires a process.

a. All certificated staff in the district must be deployed in the classrooms.

This includes Curriculum Specialists, Response to Intervention teachers, School Counselors, Title 1 Coordinators, District Teachers on Special Assignment, Coordinators, Program Specialists, School Psychologists, Speech and Language Pathologists, Certificated Directors, Site Assistant Principals, Assistant Superintendents, and the Superintendent.

b. The District must consult with the los Angeles County Office of Education to give them the opportunity to meet our staffing needs.

c. The District must consult with the California Department of Education to give them the opportunity to meet our staffing needs.

Only after consultation with both entities can a recommendation be made to close a school or a district. If a school or district had to close, the district is required to implement a long term independent study model within 10 days. This model must be agreed upon and include at a minimum all of the required elements of Independent Study.

Fiscal Impact:
The District is using state and federal COVID relief funds to pay for Independent Study.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, will report to the Board of Education on Independent Student, as presented.

Independent Study Update

JANUARY 20,2022

Short Term Independent Study

Students with COVID or who are Quarantined

From CDE:

- "…Methods may include paper or virtual assignments, lectures, videos, simulcasting, interactive curriculum, and other types of instruction. Students must create a tangible work product to which their teacher must assign a time value. In the case of lectures, videos, simulcasting… students may create notes, write summaries of what they learned, complete a quiz or project related to the instruction, produce an audio or video recording … The time value of a student's effort can be ascertained by the teacher's documentation that the student participated in activities visible during synchronous online instruction."
- If a student is sick with COVID or has to quarantine longer than 14 days, then live instruction/interaction would be required.

Long Term Independent Study

Live Instruction/ Live interaction Requirements

TK – 3	Daily live Interaction
4-8	Daily live interaction and at least weekly synchronous (live) instruction. In BUSD, we provide live instruction daily for grades K-6.
9-12	Weekly synchronous (live) instruction per class.

Instructional Minute Requirements-

This is a combination of Synchronous (live) and asynchronous instruction

TK/K - 180 Minutes

Grades 1-3 – 230 Minutes

Grades 4-8 – 240 Minutes

Grades 9-12 240 Minutes

Burbank Unified Independent Study

Elementary (K-5) – Current Enrollment = 119

Student remains assigned to the regular classroom teacher and attends live virtual instruction or live interaction daily between 3:00 pm & 4:00 pm

Secondary – grade 6- Current Enrollment = 13

Same as above, except that the student will be assigned to multiple teachers from 3:00 to 4:00 in order to cover the specific content areas

Burbank Independent Study continued…

Secondary- grades 7-12- Current Enrollment = 242 (29) pending

Students are enrolled in the **Independent Learning Academy (ILA)** and may be dual enrolled with their home school

Special Education- Current Enrollment = 29

Students who through the IEP process receive IS may attend the IS or another program based on their individual needs

Closing a School or District

1. A school or district can only be closed due to cases of COVID in consultation with the Los Angeles County Department of Public Health.

2. Schools or districts may also close because of staffing shortages due to COVID. This method requires a process.

Process of Closing due to Staffing Shortage

1. **All certificated staff in the district must be deployed in the classrooms**. This includes Curriculum Specialists, Response to Intervention teachers, School Counselors, Title 1 Coordinators, District Teachers on Special Assignment, Coordinators, Program Specialists, School Psychologists, Speech and Language Pathologists, Certificated Directors, Site Assistant Principals, Assistant Superintendents, and the Superintendent

Process of Closing Continued…

2. The District must consult with the los Angeles County Office of Education to give them the opportunity to meet our staffing needs.

3. The District must consult with the California Department of Education to give them the opportunity to meet our staffing needs.

Only after consultation with both entities can a recommendation be made to close a school or a district.

Instruction

If a school or district has to close, the district is required to implement a long term independent study model within 10 days. This model must be agreed upon and include at a minimum all of the required elements of Independent Study that were covered in the earlier slides.

Burbank Unified School District

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Adoption of Resolution 20 Proclaiming the Month of February 2022, in Recognition of National Black History Month

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Background:

Black History Month is an annual celebration of achievements by African Americans and a time for recognizing the central role of blacks in U.S. history. Also known as African American History Month, the event grew out of "Negro History Week," the brainchild of noted historian Carter G. Woodson and other prominent African Americans. Since 1976, every U.S. president has offici ally designated the month of February as Black History Month. Other countries around the world, including Canada and the United Kingdom, also devote a month to celebrating black history.

Origins of Black History Month:

The story of Black History Month begins in 1915, half a century after the Thirteenth Amendment abolished slavery in the United States.

That September, the Harvard-trained historian Carter G. Woodson and the prominent minister Jesse E. Moorland founded the Association for the Study of Negro Life and History (ASNLH), an organization dedicated to researching and promoting achievements by black Americans and other peoples of African descent.

Known today as the Association for the Study of African American Life and History (ASALH), the group sponsored a national Negro History week in 1926, choosing the second week of February to coincide with the birthdays of Abraham Lincoln and Frederick Douglas. The event inspired schools and communities nationwide to organize local celebrations, establish history clubs and host performances and lectures.

In the decades that followed, mayors of cities across the country began issuing yearly proclamations recognizing Negro History Week. By the late 1960s, thanks in part to the civil rights movement and a growing awareness of black identity, Negro History Week had evolved into Black History Month on many college campuses.

Discussion / Issues:

Board Policy 415 reminds us the Board of Education believes the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision,

mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

Fiscal Impact:
None

Recommendation:
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 20 proclaiming the Month of February 2022, in recognition of National Black History Month in the Burbank Unified School District, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
2021-2022 Resolution 20

PROCLAIMING THE MONTH OF FEBRUARY 2022, IN RECOGNITION OF NATIONAL BLACK HISTORY MONTH

WHEREAS, the first event was celebrated during a week in February 1926, encompassing the birthdays of Abraham Lincoln and Frederick Douglass, two key figures in the history of African Americans;

WHEREAS, in 1976 the week-long celebration was extended to the entire month of February; and

WHEREAS, National Black History Month is a national tradition established in response to the inadequate and often times biased depiction of Black history and African American communities in history books and school's curricula of the era; and

WHEREAS, Black citizens helped develop our nation in countless ways, those recognized, unrecognized, and unrecorded; and

WHEREAS, the contributions of Black citizens and scientists, inventors, educators, farmers, homemakers, and explorers of earth and sky, have been recognized annually during National Black History Month; and

WHEREAS, Black citizens have participated, and continue to, in every American effort to secure, protect, and maintain the essence and substance of American democracy; and

WHEREAS, National Black History Month is a vehicle to promote cultural relevant activities like the many events planned at district school sites, college campuses, public libraries, businesses and non-profits throughout the Sacramento area that will offer excellent opportunities to focus the energy, attention, commitment and action of the entire community on closing health, opportunity and achievement gaps for black students and families; and

WHEREAS, not only during the month of February 2022, but throughout the remainder of this year, it is important that we as a district seek to understand how to thoughtfully and holistically address African American disparities in information-sharing and outcomes in order to move towards greater equity in our educational system and the greater community.

NOW, THEREFORE, BE IT RESOLVED that the Burbank Unified School District Board of Education does hereby recognize February 2022 as Black History Month and supports the important work and services provided by schools throughout the District and organizations throughout the Nation.

BE IT FURTHER RESOLVED that the Superintendent will encourage all schools in the Burbank Unified School District to recognize and celebrate National Black History Month through culturally relevant activities and programming.

I HEREBY CERTIFY that Resolution 20 was approved and adopted by the Board

of Education of the Burbank Unified School District at a regular meeting held on the 20th day of January, 2022.

Ayes:
Noes:
Abstain:
Absent:

Emily Weisberg
Clerk, 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:	Sarah Niemann, Assistant Superintendent, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	January 20, 2022
SUBJECT:	Adoption of Resolution 21 Proclaiming the Week of February 7, 2022 through February 11, 2022, as School Counseling Week

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Background:
National School Counseling Week will be celebrated from February 7, 2022 through February 11, 2022. School counselors all over the nation work together with school staff, parents and the community to support the academic, social and emotional needs of our students. National School Counseling Week is always celebrated the first full week in February.

Discussion/Issues:
It is the desire of the Board of Education to recognize staff in an ongoing manner. Counseling is a specialized practice that advances the academic success and life-long achievement of students. It facilitates positive student responses to normal development, assists students explore their potential and set realistic goals for themselves.

School counselors assist students in seeking and utilizing community resources that assist them in becoming productive members of society. Staff, students and parents are encouraged to recognize the efforts of the school counselor. The Board of Education expresses strong support and deep gratitude to the past and present school counselors for their commitment and dedication to the students of the Burbank Unified School District.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 21 Proclaiming the week of February 7, 2022 through February 11, 2022, as School Counseling Week in the Burbank Unified School District, as presented.

RESOLUTION 21 PROCLAIMING THE WEEK OF FEBRUARY 7, 2022 THROUGH FEBRUARY 11, 2022, AS SCHOOL COUNSELING WEEK

WHEREAS, school counselors are employed by the Burbank Unified School District to help students reach their full potential as part of the educational process that enables all students to achieve success in school; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to self-awareness and personal development; and

WHEREAS, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, school counselors seek to identify and utilize community resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society; and

WHEREAS, staff, students and parents are encouraged to recognize the efforts of the school counselor; and

WHEREAS, the Board of Education of the Burbank Unified School District, expresses strong support and deep gratitude to the past and present counselors for their commitment and dedication to the students and staff of the Burbank Unified School District;

NOW, THEREFORE, BE IT RESOLVED, that the week of February 7, 2022 through February 11, 2022 be recognized as School Counseling Week in the Burbank Unified School District.

I HEREBY CERTIFY that Resolution 21 was approved and adopted by the Board of Education of the Burbank Unified School District at a regular meeting held on the 20th day of January, 2022.

Ayes:
Noes:
Abstain:
Absent:

_____
Clerk, Board of Education

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	January 20, 2022
SUBJECT:	Approval of 2020-2021 School Accountability Report Cards

Background:
Education Code Section 35256 requires the Governing Board of each school district to annually issue a School Accountability Report Card (SARC) for each school in a school district, publicize such reports, and notify parents or guardians of students that a copy will be provided upon request. SARCs are completed mainly with data provided by the California Department of Education that comes from the previous school year that is why SARCs are one year behind. State law requires that the SARC contain all of the following:

- Demographic data
- School safety and climate for learning information
- Academic data
- School completion rates
- Class sizes
- Teacher and staff information
- Curriculum and instruction descriptions
- Postsecondary preparation information
- Fiscal and expenditure data

Schools are required to have facility inspections. Specifically, State law requires that the facility inspection be reflected on the SARC in accordance with Education Code Sections 33126 and 33126.1. The Office of Public School Construction (OPSC) Facility Inspection Tool (FIT) or a locally developed instrument that meets the same legal requirements must be utilized during these inspections to determine if a school facility is in "good repair" and to rate the facility accordingly.

LEAs should ensure that the data collected in the most recent available FIT report is used to

populate the SARC regarding the school facility conditions and the "repair status" of facilities. The year and month of the most recent FIT report should also be identified.

District Wide Goals for 2021-2022:
1.0 Students will be career/college ready via high-quality instruction
4.0 Maintain efficient and effective operations

Fiscal Impact:
There is no fiscal impact towards completing the School Accountability Report Card.

Recommendation:
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the 2020-2021 School Accountability Report Cards prepared in 2021-2022, as presented.

Due to the size of each document, the School Accountability Report Cards (SARCs) will not be duplicated for distribution; however, copies of each site's SARC is available for review in the Instructional Services Department or by contacting Dr. Peter Knapik at (818) 729-4482 or by email at peterknapik@burbankusd.org.

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	January 20, 2021
SUBJECT:	Approval of Board Policy/Administrative Regulation 6161.11: Supplementary Instructional Materials

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 policy being presented at this time is BP 6161.11: Supplementary Instructional Materials. This policy has been updated to include required language, which is shown in red, from California Education Code.

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:

John Paramo, Assistant Superintendent, Educational Services will facilitate the Board's approval of the proposed revision of selected Board Policies and Administrative Regulations as requested by the Board of Education, as presented.

Policy 6161.11: Supplementary Instructional Materials Status: ADOPTED

Original Adopted Date: 09/19/2013

The Board of Education encourages the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 6011 - Academic Standards)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6163.1 - Library Media Centers)
Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course

2. To meet the various learning ability levels of students in a given age group or grade level

3. To meet the diverse educational needs of students with a language disability in a given age group or grade level

4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism

5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

(cf. 6142.91 - English/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6142.94 - History-Social Science Instruction)

When using supplementary materials, teachers shall provide appropriate introductory and follow-up activities. In addition, teachers shall ensure that supplementary materials do not supplant the use of basic texts or teaching activities.

All materials must be used within legal copyright limits.

(cf. 6162.6 - Use of Copyrighted Materials)

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

Administrative Regulations 6161.1 Selection and Evaluation of Instructional Materials

Criteria for Selection and Adoption of Instructional Materials

In recommending textbooks or other instructional materials for adoption by the Board of Education, the Superintendent or designee shall ensure that such materials:

1. Are aligned to any applicable academic content standards adopted by the State Board of Education (SBE) pursuant to Education Code 60605 and/or Common Core Standards adopted pursuant to Education Code 60605.8

(cf. 6011 - Academic Standards)

For grades K-8, the Superintendent or designee shall select instructional materials from among the list of materials adopted by the SBE and/or other materials that have not been adopted by the SBE but are aligned with the state academic content standards and/or the Common Core Standards. (Education Code 60200, 60210)

(cf. 6161.11 - Supplementary Instructional Materials)

2. For grades 9-12, are provided by publishers that comply with the requirements of Education Code 60040-60052, 60060-60062, and 60226 (Education Code 60400)

3. Do not reflect adversely upon persons because of their race or ethnicity, gender, religion, disability, nationality, sexual orientation, occupation, or other characteristic listed in Education Code 220, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

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

4. The presentation of historical digital media regarding the Civil Rights Movement and the Holocaust should avoid the "N" word and other slurs. However, the district understands there may be offensive language in the background that cannot be edited. In no case should those words be read aloud.

5. Advanced Placement teachers may continue to use historical texts and novels that are recommended or required by the College Board as preparation for the AP exams. It is encouraged that these texts be assigned for reading at home. In no context is the "N" word allowed to be used or read aloud in class.

6. All teachers may use clean excerpts in the classroom from a text/digital media that contains the "N" word or other offensive language (profanity, slurs against another group). The text may not be a redacted text.

7. To the satisfaction of the Board, are accurate, objective, current, and suited to the needs and comprehension of district students at their respective grade levels (Education Code 60045)

8. With the exception of literature and trade books, use proper grammar and spelling (Education Code 60045)

9. Do not expose students to a commercial brand name, product, or corporate or company logo unless the Board makes a specific finding that the use is appropriate based on one of the following: (Education Code 60048, 60200)

a. The commercial brand name, product, or corporate or company logo is used in text for an educational purpose as defined in guidelines or frameworks adopted by the SBE.

b. The appearance of a commercial brand name, product, or corporate or company logo in an illustration is incidental to the general nature of the illustration.

(cf. 1325 - Advertising and Promotion)

10. If the materials are technology-based materials, are both available and comparable to other, equivalent instructional materials (Education Code 60052)

11. Meet the requirements of Education Code 60040-60043 for specific subject content

12. Support the district's adopted courses of study and curricular goals

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - English/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

10. Contribute to a comprehensive, balanced curriculum

11. Demonstrate reliable quality of scholarship as evidenced by:

a. Accurate, up-to-date, and well-documented information

b. Objective presentation of diverse viewpoints

c. Clear, concise writing and appropriate vocabulary

d. Thorough treatment of subject matter

12. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels

13. Include materials that stimulate discussion of contemporary issues and improve students' thinking and decision-making skills

14. Contribute to the proper articulation of instruction through grade levels

15. As appropriate, have corresponding versions available in languages other than English

16. Include high-quality teacher's guides

17. Meet high standards in terms of the quality, durability, and appearance of paper, binding, text, and graphics

18. When available, include options for lighter weight materials in order to help minimize any injury to students by the combined weight of instructional materials

Conflict of Interest

To ensure integrity and impartiality in the evaluation and selection of instructional materials, any district employee who is participating in the evaluation of instructional materials and not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that he/she:

1. Shall not accept any emolument, money, or other valuable thing or inducement to directly or indirectly introduce, recommend, vote for, or otherwise influence the adoption or purchase of any instructional material (Education Code 60072)

Sample copies of instructional materials are excepted from this prohibition. (Education Code 60075)

2. Is not employed by nor receives compensation from the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it

3. Does not have and will not negotiate a contractual relationship with the publisher or supplier of the instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it

4. Does not have an interest as a contributor, author, editor, or consultant in any textbook or other instructional material submitted to the district

(cf. 9270 - Conflict of Interest)

Regulation BURBANK UNIFIED SCHOOL DISTRICT

approved: September 19, 2013 Burbank, California

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 4132/4232/4332 - Publication or Creation of Materials)
As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 -

Selection and Evaluation of Instructional Materials. Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

(cf. 6162.6 - Use of Copyrighted Materials)

Supplementary Materials Aligned with Common Core Standards

To prepare district students to achieve the Common Core Standards in English language arts and mathematics and the English language development standards, as applicable, the Board may select supplementary instructional materials from the lists of materials determined by the State Board of Education (SBE) to be aligned with those standards. (Education Code 60605.86-60605.88)

The Board may approve supplementary instructional materials that are not on the lists approved by the SBE but which are aligned with the Common Core Standards provided that the materials comply with the evaluation criteria established by the SBE and Education Code 60050, 60060-60062, and 60226. The Board shall select content review experts who possess the qualifications specified in law to review and recommend such supplementary materials. The majority of the content review experts shall be teachers who are credentialed and/or authorized in the subject area they are reviewing and the remainder shall include appropriate persons from postsecondary educational institutions, school and district curriculum administrators, and other persons who are knowledgeable in the subject area. (Education Code 60605.86-60605.88)

Appropriateness of Materials

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, he/she shall preview the material to determine whether, in his/her professional judgment, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials.

Supplemental materials include any material (text, audio, digital media) that is recommended to students; offensive language is profanity or language that is a slur against any group. The "N" word may not be read aloud in class, including supplemental materials. Teachers who will be recommending supplemental instructional materials that contain offensive language such as the "N" word must have the materials pre-approved by the school site principal. The following criteria are required for the use of supplemental materials that contain offensive language or the "N" word.

1. The use of the material by students is optional.
2. The use of the "N" word is by a Black author.
3. The context of the word needs to be provided to students before the recommendation of supplemental materials.
   For example, this may include front-loading the supplemental text with readings from the adopted text or anthology, or a written sheet of explanation.
4. The use of the word is age-appropriate in terms of subject matter.
5. Students are provided with lists of resources at school to help them if they are disturbed by the content. For example, students can be provided with information about the Care Center and how to contact the school academic counselor and Intervention Specialist.
6. Students who do not elect to read the recommended resources that contain the "N" word, shall not be disadvantaged, nor have their grades adversely affected.
7. There shall not be a whole-class discussion of the materials in class.
8. There shall not be whole-class instruction of these materials in class.
9. Teachers must submit supplemental material for review at least two weeks before making it available to students.
10. The Principal will provide an explanation if the submitted material is not approved.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, appropriateness, and relevance of the materials as well as the ages and maturity of the students.

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6144 - Controversial Issues)

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
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 960035872 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 960035872 concerning services and/or school placement, a formal settlement agreement was offered on December 8, 2021 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

There is no cost to the District.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960035872, at no cost to the District (01.0-65000.0-50010-36000-5813-7440000), effective December 8, 2021 through May 27, 2022, 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:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
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 960002704 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 960002704 concerning services and/or school placement, a formal settlement agreement was offered on December 14, 2021 to the Parents. To avoid additional time and expense concerning this matter, the District settled the dispute with the Student's Parents, without admitting any liability.

Fiscal Impact:

Not to exceed $147,000.00.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve Final Settlement Agreement for Special Education Student 960002704, not to exceed $147,000.00 (01.0-65000.0-50010-36000-5813-7440000), effective December 6, 2021 through June 30, 2022, 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

December 16, 2021

Burbank City Hall
275 E. Olive Avenue
Burbank, California

MEMBERS PRESENT:
Steve Frintner
Charlene Tabet (arrived at 5:04 p.m.)
Steve Ferguson
Emily Weisberg
Armond Aghakhanian (arrived at 5:14 p.m.)

STUDENT MEMBERS PRESENT:
None

Also present were Matt Hill, Superintendent; Sharon Cuseo, Assistant Superintendent, Instructional Services; Debbie Kukta, Assistant Superintendent, Administrative Services; John Paramo, Assistant Superintendent, Educational Services; and Sarah Niemann, Assistant Superintendent, Human Resources.

1. CALL TO ORDER

The Closed Session was called to order at 5:07 p.m. by Board President Charlene Tabet.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications on Closed Session Agenda Items

Tara Waugh, parent, was called to speak. She wished to address the Board about item 3e on the Closed Session. She thanked the Board for their work. She expressed her concern with the amount of SPED expenditures spent on outside vendors instead of on students. As the parent of a child on an IEP, she pointed out that the District is fast approaching and on track to exceed $1,000,000 in such expenditures, and questions if this is the kind of a school district we want where we just keep paying out on parents' claims? Regarding settlement offers she suggested that instead of just paying out on them, ask how did we get here? Asking people to file due process claims takes a toll on everyone. Instead of spending that money, meet with families up front, which would spare the families and the District. She also pointed out that currently, we are experiencing a 600% expansion under autism alone compared to 20 years ago.

Joel Schlossman, parent, was called to speak. He wished to speak about item 3d on the Closed Session regarding the modification of the Public Comments sections of the agenda. He said we have reduced Public Comment down to one opportunity in an attempt to quash public comment. He admonished Member Aghakhanian for arriving late to the meeting again. He said the Board almost always votes 5-0 and feels that rarely there is any dissent. He said the Superintendent routinely ignores him as a public speaker. He read from an email that was part of his recent Public Records Act request. He said he hopes the Board will not renew the Superintendent's contract.

2.b Staff Responses

Superintendent Hill thanked the speakers and suggested Ms. Waugh meet with Paulette Koss, the District's Director of Special Education. He explained the cost behind one of the settlement agreements on the agenda.

2.c Board Members' Responses

Member Aghakhanian arrived at 5:14 p.m.

Member Weisberg thanked Ms. Waugh for her comments said she is going to meet with Ms. Koss about trends she might be seeing. She said that she appreciated her comments regarding the District's DEI work. She explained to Mr. Schlossman how the new Public Comments section is streamlining the meetings and reiterated that the change was not instituted to dampen public comments.

Clerk Ferguson thanked Ms. Waugh for her comments and said the Board is working hard to meet every students' needs. He explained to Mr. Schlossman that the Board President and Vice President, as the Executive Committee members, are the ones whom the Superintendent would consult with regard to a change in the agenda format as they are the ones who oversee Agenda Review.

President Frintner thanked Ms. Waugh for her comments and said they are always trying to improve District operations. He also addressed Mr. Schlossman's concerns with regard to the change to the Public Comments portions of the agendas and said that there would never be a perfect solution that would please everyone, but the Board believes that the new format provides a better solution.

The Board adjourned to Closed Session at 5:21 p.m.

3. CLOSED SESSION

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

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

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

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

3.e Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Students 960002704, 960006990 and 960025051. (Confidential Exhibit OF 29,156)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:02 p.m. Lisa Dyson led the Pledge of Allegiance. President Frintner shared the sad news of the passing of long-time and recently retired employee, Edgar Orellana, and announced that tonight's meeting would be adjourned in his memory.

5. REPORTING ON CLOSED SESSION

President Frintner reported that items 3a, 3b, 3d, and 3e were for discussion only with no action taken. With regard to item 3c, the Board voted to issue a Notice of Intent to Demote and [Proposed] Statement of Charges for employee number CL 0105-21. The vote was unanimous.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

There were no requests for items for future agendas.

8. PUBLIC COMMUNICATION ON THE ANNUAL ORGANIZATION OF THE BOARD AND ELECTION OF OFFICERS

There was no one present who wished to address the Board.

9. ANNUAL ORGANIZATION OF THE BOARD OF EDUCATION AND ELECTION OF OFFICERS

9.a Remarks from Outgoing Board of Education President

President Frintner thanked the BUSD staff and the community for the opportunity to serve and the Board Members took turns thanking him for his service and his leadership this past year as President of the Board of Education.

9.b Election of Officers

Steve Frintner, President, Board of Education, conducted the election of officers for a one-year term beginning December 2021 and ending December 2022.

President Charlene Tabet

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

Vice President Steve Ferguson

It was moved by Charlene Tabet, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

Clerk Emily Weisberg

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.

9.c Seating of Board Members

The newly elected Board Officers took their places at the dais.

9.d Remarks from Incoming Board of Education President

President Tabet remarked on some of the challenges of the past two years, but said she feels optimistic that we can face the COVID crisis together and resume the District's focus on educating our learners.

10. PRESENTATIONS / RECOGNITIONS

10.a Holiday Music Presentation

Members of the John Burroughs High School Vocal Music Association performed a selection of holiday music.

10.b Recognition of Burbank Unified School District's English Language Development Theater Arts Integration Program

Sharon Cuseo, Assistant Superintendent, Instructional Services, facilitated the recognition of the Burbank Unified School District's English Language Development Theater Arts Integration Program, winner of the 2021 California School Boards Association's Golden Bell Award.

11. REPORTS FROM THE BOARD

11.a Student Representatives

Shushanna Ter-Petrossyan, BHS, Isaiah Chichil, MHS; and Jule Reader, JBHS, were absent and thus did not report on activities at their respective schools.

12. REPORTS TO THE BOARD

12.a Report on Facilities and Technology Projects

Debbie Kukta, Assistant Superintendent, Administrative Services, reported on Facilities and Technology Projects, as listed on the Consent Agenda, as presented.

Facilities and Technology PowerPoint_12162021.pdf (OF 29,157)

12.b Month 3 Enrollment Report

John Paramo, Assistant Superintendent, Educational Services, reported on the District's current enrollment numbers, as presented.

Vice President Ferguson asked for staff to contact surrounding districts to ask for a comparison of BUSD's declining enrollment numbers to their current enrollment numbers, asked staff to devise a plan to deal with the loss and advocate for a hold harmless agreement with the State of California, and asked for this information to be brought back at the next meeting.

Month 3 Board Report 12.16.21.pdf (OF 29,158)

12.c Report on the Diversity, Equity, and Inclusion (DEI) Committee

Matt Hill, Superintendent, and Stefani McCoy, DEI Consultant, reported on the progress of the Diversity, Equity, and Inclusion (DEI) Committee, as presented.

DEI Update_121621.pdf (OF 29,159)

13. REQUESTS TO ADDRESS THE BOARD

13.a Public Communications on Agenda Items

Joel Schlossman, parent, expressed his dismay regarding the new format for Public Communications. He asked the Board to go back to the old format. He said he does not like the term "minimum wage," and said that many District employees who earn the minimum wage are essential workers who care for our children. He asked the Board to contrast that with how much the Superintendent has cost the District in settlements and poor decisions.

13.b Staff Responses

Superintendent Hill thanked Mr. Schlossman for his comments and said he agreed with him that we should pay more than minimum wage to our employees, but due to the failure of the last parcel tax, declining enrollment, state-mandated pension costs, etc., we are limited on what we can pay. We will continue to advocate for fair funding policies in order to pay our employees fairly.

13.c Board Members' Responses

Member Frintner said he found it hypocritical that Mr. Schlossman is complaining about paying employees minimum wages, when he fought the parcel tax so hard.

14. NEW AND/OR UNFINISHED BUSINESS

14.a Approval of Board Representation on District and Community Committees / Groups for 2022

That the Members of the Board determine and approve the list of Board Representation on Committees / Groups for 2022, as presented.

Board Representation on Committees_Report_121621.pdf (TABLED)

Vice President Ferguson proposed a different format for Board Member participation on committees and groups and provided a handout entitled "Proposed BUSD Shared Governance Model 2022-2023" (OF 29,192) and asked the Board to maintain the current assignments until they have an opportunity to work through the new proposed structure.

14.b Approval of Educator Effectiveness Block Grant

That the Board of Education approve the District's Educator Effectiveness Block Grant, effective July 1, 2021, through June 30, 2026, as presented.

Approval of Educator Effectiveness Block Grant 121621.pdf (OF 29,160)

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

14.c Adoption of Resolution 17 Concerning Continued Funding for the California State Preschool Program for the 2022-23 School Year

That the Board of Education adopt Resolution 17 certifying approval of the Board of Education to enter into a transaction with the California Department of Education for funding of Child Development Programs, effective July 1, 2022 through June 30, 2023, and that authority to sign the agreements be exercised pursuant to BUSD – AR 3314, as presented.

Adoption of Resolution Concerning Continued Funding for CSPP 2022-23 121621.pdf (OF 29,161)

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.

14.d Adoption of Resolution 18 for Fiscal Stabilization Plan

That the Board of Education adopt Resolution 18 for Fiscal Stabilization Plan, as presented.

Resolution 18 - Fiscal Stabilization.pdf (OF 29,162)

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.

14.e Approval of First Interim Report for 2021-2022 Fiscal Year

That the Board of Education approve a positive certification of the First Interim Report for the 2021-2022 fiscal year, as presented.

First Interim 2021-22.pdf (OF 29,163)

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.

14.f Approval of School Sites' 2021-2022 School Plans for Student Achievement

That the Board of Education approve the school sites' 2021-2022 School Plans for Student Achievement, as presented.

Board Item School Single Plans 2021-22_121621.pdf (OF 29,164)

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as recommended. The motion carried unanimously.

14.g Approval of Minimum Wage Increase

That the Board of Education approve the minimum wage increase to $15.00 per hour, as mandated by the State of California, effective January 1, 2022, as presented.

Minimun Wage Increase.pdf (OF 29,165)

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.

14.h Adoption of Resolution 19 for the Elimination or Reduction of Services for Classified Positions

That the Board of Education adopt Resolution 19 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 19 - Reduction in Force.pdf (OF 29,166)

It was moved by Steve Ferguson, and seconded by Steve Frintner, that the Board of Education approve the item as recommended. The motion carried unanimously.

14.i Acceptance of Gifts

That the Board of Education take formal action accepting the following gifts to the District, and that the Board President convey appreciation to the donors, as presented.

Gift Report 12-16-21.pdf (OF 29,167)

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

15. CONSENT AGENDA

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960002704, not to exceed $76,980 (01.0-65000.0-50010-36000-5813-7440000),

effective August 17, 2021 through December 6, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960002704 Settlement Agreement.docx.pdf (Confidential Exhibit OF 29,156)

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960006990, not to exceed $5,000 (01.0-65000.0-50010-36000-5813-7440000), effective November 23, 2021 through August 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960006990 Settlement Agreement.docx.pdf (Confidential Exhibit OF 29,156)

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960025051, not to exceed $5,000 (01.0-65000.0-50010-36000-5813-7440000), effective November 24, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960025051 Settlement Agreement.docx (1).pdf (Confidential Exhibit OF 29,156)

15.d Approval of Minutes

That the Board of Education approve the minutes of the Regular Board of Education Meeting of November 18, 2021, as presented.

Minutes.11.18.21.pdf (OF 29,168)

15.e Approval of Personnel Report Number 21-22-09

That the Board of Education approve Personnel Report number 21-22-09, covering Certificated and Classified personnel, and consisting of Pages 1 to 31 inclusive, as presented.

Personnel Report.pdf (OF 29,169)

15.f 2021-2022 Purchase Order Report

That the Board of Education approve Purchase Orders for 2021-2022 as listed through November 15, 2021, as presented.

2021-2022 Purchase Order Report.pdf (OF 29,170)

15.g Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $4,132,362.03 and commercial warrants in the total amount of $1,608,357.88, as presented.

Warrants.pdf (OF 29,171)

15.h Approval of Consulting Agreement, Burnham Benefits Insurance Services, Affordable Health Care Act

That the Board of Education approve the consulting agreement between the Burbank Unified School District and Burnham Benefits Insurance Services, to perform services pertaining to the Affordable Care Act, not to exceed $15,500 per year (01.0-00000.0-00000-72000-5850-7550000), effective January 1, 2022 through December 31, 2024, and that authority to sign the agreement be exercised pursuant to BUSD-AR3314, as presented.

Agreement - Burnham.pdf (OF 29,172)

15.i Ratification of Use of Facilities Agreement with the City of Burbank for School-Sponsored Recreation

That the Board of Education ratify the City of Burbank Use of Facilities Agreement for School-Sponsored Recreation, not to exceed $95,000 per year, effective August 1, 2021 through June 30, 2022, as presented.

COB UOF Pool Use - BHS.pdf (OF 29,173)

15.j Ratification of Agreement for Consultant Services (Student Services)

That the Board of Education approve the agreement for consultant services between the Burbank Unified School District and Maxim Health Care Services, Inc., DBA: Maxim Staffing Solutions, to provide other health services on an "as needed" basis when other qualified staff are not available effective August 23, 2021 through June 30, 2022, not to exceed $75,000 (01.0-58700.0-00000-31400-5850-7408000), and that the authority to sign the agreement be exercised pursuant to BUSD/AR 3314, as presented.

Board Memo-Maxim 21-22.pdf (OF 29,174)

15.k Consultant Agreement with Maxim Healthcare Staffing

That the Board of Education agree to enter into a consultant agreement with Maxim Healthcare Staffing to provide behavioral support to children enrolled in the childcare program who have been identified with special education needs.

Maxim Health Staffing_121621.pdf (OF 29,175)

15.l Approval of Articulation Agreements with Glendale Community College for Photo 1 and 2 (John Burroughs High School)

That the Board of Education approve the articulation agreement between the Burbank Unified School District and Glendale Community College for Photo 1 and Photo 2 - Advanced Photo, effective December 17, 2021 through May 31, 2023, with the understanding that the agreements be reviewed on an annual basis, and that authority to sign the agreements be exercised pursuant to BUSD—AR 3314, as presented.

Articulation Agmt with GCC, Photo 121621.pdf (OF 29,176)

15.m Approval of Articulation Agreement with Glendale Community College for Advanced Culinary (John Burroughs High School)

That the Board of Education approve the articulation agreement between the Burbank Unified School District and Glendale Community College for Advanced Culinary, effective December 17, 2021 through May 31, 2023, with the understanding that the agreements be reviewed on an annual basis, and that authority to sign the agreements be exercised pursuant to BUSD—AR 3314, as presented.

Articulation Agmt with GCC, Culinary 121621.pdf (OF 29,177)

15.n Approval of First Amendment to Grant Sub-Agreement Between Rancho Santiago Community College District and Burbank Unified School District for 2018-2019 K12 Strong Workforce Funds

That the Board of Education approve the First Amendment to Grant Sub-Agreement Between Rancho Santiago Community College District and Burbank Unified School District for 2018-2019 K12 Strong Workforce Funds, effective January 1, 2022 through December 31, 2022, as presented.

Approval of First Amendment to Grant Sub-Agreement Between RSCCD and BUSD 2018-2019 121621.pdf (OF 29,178)

15.o Approval of First Amendment to Grant Sub-Agreement Between Rancho Santiago Community College District and Burbank Unified School District for 2019-2020 K12 Strong Workforce Funds

That the Board of Education approve the First Amendment to Grant Sub-Agreement Between Rancho Santiago Community College District and Burbank Unified School District for 2019-2020 K12 Strong Workforce Funds, effective January 1, 2022 through December 31, 2022, as presented.

Approval of First Amendment to Grant Sub-Agreement Between RSCCD and BUSD 2019-2020 121621.pdf (OF 29,179)

15.p Approval of First Amendment to Grant Sub-Agreement Between Rancho Santiago Community College District and Burbank Unified School District for 2020-2021 K12 Strong Workforce Funds

That the Board of Education approve the First Amendment to Grant Sub-Agreement Between Rancho Santiago Community College District and Burbank Unified School

District for 2020-2021 K12 Strong Workforce Funds, effective January 1, 2022 through December 31, 2022, as presented.

Approval of First Amendment to Grant Sub-Agreement Between RSCCD and BUSD 2020-2021 121621.pdf (OF 29,180)

15.q Approval of Amendment to Sub-Agreement for K12 Strong Workforce Funds Between the Rancho Santiago Community College District and Burbank Unified School District to host the K12 Pathway Coordinator Serving the Glendale Community College District

That the Board of Education approve the amendment of the Sub-Agreement between Rancho Santiago Community College District and Burbank Unified School District to host the K12 Pathway Coordinator effective January 1, 2022 through December 31, 2022, as presented.

Approval of Amendment to Sub-Agreement Between RSCCD and BUSD K12 Coord 121621.pdf (OF 29,181)

15.r Ratification of Master Contract for Nonpublic, Nonsectarian Schools/Agencies (Special Education)

That the Board of Education ratify the Master Contract for special education students, to be provided by Quest Therapy Group, Nonpublic, Nonsectarian Agency, effective December 01, 2021 through June 30, 2022 (01.0-65000.0-57500-11800-5810-7440000, 01.0-65000.0-57500-11804-5810-7440000, 01.0-65120.0-57500-11800-5110-7440000, 01.0-65120.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5810-7440000, 01.0-33270.0-57500-11800-5110-7440000, 01.0-65000.0-57500-11801-5810-7440000), and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. Note: The original Master Contract for Nonpublic, Nonsectarian Schools and Agencies, effective July 1, 2021 through June 30, 2022, was approved by the Board of Education June 3, 2021.

Master Contract Ratification - Quest Therapy Group.pdf (OF 29,182)

15.s Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Joy Young, to provide Speech and Language services for Special Education Student 960001099, not to exceed $1,330 (01.0-65000.0-57602-11900-5850-7440000), effective October 27, 2021 through January 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960001099_Joy Young_Ratification.pdf (OF 29,183)

15.t Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between Burbank Unified School District and Zarik Hacopian, School Psychologist, to provide counseling for Special Education Student 9775063552, not to exceed $13,350 (01.0-32120.0-57602-11100-

5850-7449000), effective September 21, 2021 through May 26, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was October 7, 2021 effective September 21, 2021 through May 26, 2022, not to exceed $6,150. This amendment adds an additional $7,200 increasing the total not to exceed $13,350.

SPED Professional Services_Zarik Hacopian_Amended.pdf (OF 29,184)

15.u Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between Burbank Unified School District and ProCare Therapy, to provide an Occupational Therapist to support Special Education Students, not to exceed $44,080 (01.0-65000.0-57602-11900-5850-7440000), effective October 18, 2021 through January 14, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was November 4, 2021 for a total not to exceed $36,480. The consultant's rates changed after paperwork was submitted. This amendment adds an additional $7,600 to the agreement for a total not to exceed $44,080.

SPED Professional Services_ProCare Therapy_Amended.pdf (OF 29,185)

15.v Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Augmentative Communication Therapies, to provide an augmentative assistive communication IEE for Special Education Student 960020888 not to exceed $2,000 (01.0-65000.0-57602-11900-5850-7440000), effective November 19, 2021 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960020888_Augemntative Communication Therapies_Ratification.pdf (OF 29,186)

15.w Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between the Burbank Unified School District and Dr. Karen Epport, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960004538, not to exceed $7,100 (01.0-65000.0-57602-11900-5850-7440000), effective November 19, 2021 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960004538_Karen Epport_Ratification.pdf (OF 29,187)

15.x Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between Burbank Unified School District and Julie Janet Tafoya, School Psychologist, to provide assessments, written reports and attend student IEP meetings, not to exceed $48,000 (01.0-32120.0-57602-

11100-5850-7449000), effective December 1, 2021 through May 27, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services_Julie Janet Tafoya_Ratification.pdf (OF 29,188)

15.y Approval of Agreement for Professional Services (Special Education)

That the Board of Education approve an agreement between the Burbank Unified School District and Hollar Speech and Language Services, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $2,600 (01.0-65000.0-57602-11900-5850-7440000), effective December 17, 2021 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960034223_Hollar Speech.pdf (OF 29,189)

15.z Amended Agreement for Professional Services (Special Education)

That the Board of Education amend an agreement between the Burbank Unified School District and West Shield Adolescent Services, to escort and transport special education students to out of state residential facilities, not to exceed $20,000 (01.0-07240.0-50010-36000-5812-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was June 17, 2021 for a total not to exceed $10,000. The District is obligated to provide transport of special education students to a residential facility whether it is in or out of state. This amendment adds an additional $10,000 to the agreement for a total not to exceed $20,000.

SPED Professional Services_West Shield_Amendment.pdf (OF 29,190)

15.aa Approval of Additive Change Order No.1, Ninyo & Moore, Geotechnical, Materials Testing and Inspection Services, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education approve additive change order No.1 to the agreement between Burbank Unified School District and Ninyo & Moore for the Geotechnical, Materials Testing and Inspection Services for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $115,000 (21.3-00000.0-91008-85000-6282-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented. Note: The increased amount of $30,279 brings the not to exceed amount to $115,000 due to fees that have incurred from additional hours needed to perform the non-destructive welding examination and welding inspection, necessary to complete the Disney two-story project.

CO1_Ninyo & Moore_Disney_Bond.pdf (OF 29,191)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve items 15a through 15aa, as recommended. The motion carried unanimously.

President Tabet announced the retirement of Kathy Yaeger, Use of Facilities Coordinator and Senior Administrative Secretary, Facilities Services.

16. REQUESTS TO ADDRESS THE BOARD

16.a Public Communications on a Subject Within the Jurisdiction of the School Board

Andrew Francisco, BUSD student, spoke about the Dual Immersion program and expressed his disappointment in the program and offered some ideas for ways to fix it.

Susan Francisco, parent, also spoke about her deep frustration with the District's Dual Immersion program.

Johanna Moyal, parent, spoke about the District's TK and Dual Immersion programs, which initially gave her high expectations; now, however, she feels the District has not fulfilled their promise to parents and students with regard to the Dual Immersion program. She asked the Board and senior staff to consider the comments made tonight as a call to action.

Heidi Miller, parent, also spoke about her disappointment in the Dual Immersion program which was originally promised as continuing through high school. She expressed her frustration that there is no coordination between the elementary and middle school DI teachers.

Kenley Miller, BUSD student, expressed her frustration that she was initially promised to be put in AP Spanish and now students are being told they need to take an assessment test. She said she needs a foolproof plan that she can trust in and plan her future by.

Polly Stenberg, parent and member of the Destiny Education Project, thanked the District for covering the old mascot at John Burroughs High School and asked that her group be added to the District's website like the Burbank Arts and Education Foundation.

Lisa Dyson, BUSD Library Coordinator and member of the Destiny Education Project, expressed her appreciation for the leadership of their group and said they back up their mission statement with funding, including their recent gift to the John Muir Middle School Library. She said she proudly supports the work of both the Destiny Education Project and the Burbank Arts and Education Foundation.

Emma Cusumano, BUSD student, was called to speak. She expressed her disappointment in the District's response to a bullying situation which she alleges she and some of her fellow cheerleaders have been subjected to at Burbank High School.

Aaron Schlossman, BUSD employee and former student, was called to speak. He said as a cafeteria worker at John Burroughs High School Cafeteria he wanted to address and bring to the attention of the Board Members and staff the waste of food he witnesses at the cafeteria on a daily basis and asked if something could be done to change that. He also expressed his belief that the change in the Public Communications format is a disservice to students who may wish to speak.

Joel Schlossman, parent, was called to speak. He said he fought the District on the parcel tax because it was ill conceived and misleading. He said that the Board approved vacation payouts for senior administrators at the same time the District talks about fiscal challenges. He said he has been asking for some sort of recognition of the many benefactors of the District, such as the Chuck Lorre Family Foundation. He said that he disagrees with the Board Members who claim that the Superintendent can

only communicate with two members via email due to the Brown Act and finds that comment nonsensical.

16.b Superintendent's Comments and Responses

Superintendent Hill addressed the speakers who commented on the District's Dual Immersion program and said there will be a meeting in January for 8th grade DI students. He said they are always open to feedback. He said one challenge is finding teachers who have a BCLAD. He thanked Ms. Stenberg and Ms. Dyson for their support of Burbank schools with the Destiny Education Project. He said that the Board does want to hold a study session about foundation partners. He thanked Ms. Cusumano for her comments and said that he is working with senior staff to create a plan of action. He thanked Mr. Aaron Schlossman for his comments about food waste and welcomed his participation in the newly formed District Sustainability Program, encouraging him to contact Assistant Superintendent Kukta.

16.c Board Members' Comments and Responses

Member Frintner spoke about the change in the Public Communications format and reiterated his belief that while there would never be a perfect solution, they were striving to provide ample opportunity to allow the public to comment while keeping the focus of the meetings on District business. He said they would continue to monitor the situation with the Dual Immersion program and apologized for not responding to those who emailed Board Members regarding their concerns. He thanked Ms. Stenberg and Ms. Dyson for their work with the Destiny Education Project and their support of Burbank schools. He thanked Ms. Cusumano for providing them with information about the situation with the Burbank High School cheerleading team. He thanked Mr. Aaron Schlossman for his comments regarding food waste and said he welcomes ideas, such as composting, etc., for how to resolve this issue.

Member Aghakhanian said he encourages his students to learn a second language and said he was not aware that promises were made but not kept and said he supports the DI students. He suggested that it might be a good idea to find out how other school districts are tackling the problem of food waste.

Clerk Weisberg spoke about the passing of author bell hooks and thanked the speakers who came forward with their concerns about the Dual Immersion program and encouraged the students who spoke to reach out to her directly. She also apologized for not responding to their emails and said she would email them with some of her questions about the DI program and their concerns. She thanked Ms. Stenberg and Ms. Dyson for their support of the District's students. She assured Ms. Cusumano that she would read through all of the information she provided and encouraged her to contact her directly. She invited Mr. Aaron Schlossman to sit in on a meeting with her and Councilmember Nick Schultz to talk more about food waste and issues affecting our homeless population. She said that the people who spoke in opposition to the new Public Communications format have given her and the rest of the Board something to think about.

Vice President Ferguson addressed the speakers who talked about the Dual Immersion program and said that while he is not sure the problems are fixable, that the District would try to work towards providing some solutions. He said that the issues are caused by staffing shortages, budget issues, etc., but he promised attention and focus on their concerns. He thanked all of the student speakers and addressed some of their concerns including the BHS cheerleading team situation and the problem of food waste in the schools. He clarified for Mr. Joel Schlossman his comments about the Brown Act. He thanked Ms. Stenberg for her foundation's advocacy, emphasized the importance of determining funding priorities, and said he was looking forward to working with them.

President Tabet thanked Mr. Joel Schlossman for informing her that a citizen can give a citation, and corrected his comment about students on permits whom she clarified bring in the same amount of per-pupil funding as Burbank resident students do. She thanked Mr. Aaron Schlossman for his comments regarding food waste and said she is open to learning and discovering ways to tackle this problem. She thanked Ms. Cusumano for coming and providing information and said she is certain there will be a resolution soon. She complimented the DI students on their Spanish and also apologized for not responding to their emails. She said she is looking forward to conversations around foundations and related her experience in merging two District foundations into one over the past five years.

17. ADJOURNMENT

President Tabet adjourned the meeting at 10:40 p.m. in the memory of Edgar Orellana.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

1/20/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

December 22, 2021

District Service Center
Technology Conference Room
510 S. Shelton
Burbank, California

MEMBERS PRESENT:
Charlene Tabet
Steve Ferguson
Emily Weisberg
Armond Aghakhanian
Steve Frintner

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order at 6:01 p.m. by President Tabet. Armond Aghakhanian led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Joel Schlossman, parent, spoke about the rise of minimum wage as it relates to the school budget. He also commented on the changes recently made to the Public Comments sections of the Board of Education meeting agendas and said he does not believe that it is a Brown Act violation to discuss the change to the meeting structure and he feels that Superintendent Hill should have corrected the Board Members about that during the District's last meeting. He asked why all the committee meetings held by the District are not on one centralized calendar.

2.b Board Members' Comments and Responses

No Board Members made any comments or responses.

3. CLOSED SESSION

The Board adjourned to Closed Session at 6:08 p.m.

4. RECONVENE IN PUBLIC SESSION

The Board reconvened in Public Session at 7:16 p.m.

5. REPORTING ON CLOSED SESSION

6.a Report of any actions taken

President Tabet reported that item 3a was for discussion only with no action taken.

6. ADJOURNMENT

The meeting was adjourned at 7:18 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

1/20/2022
_____
DATE

_____
EMILY WEISBERG, CLERK

TO: Board of Education / Superintendent Consent 1/20/2022

SUBMITTED BY: Sarah Niemann, Assistant Superintendent, Human Resources Services

SUBJECT: Certificated Personnel - Report Number 21-22-10 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: ADULT SCHOOL SUB	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GODLEY, ELIZABETH Human Resources	Adult Ed Sub Teacher Sub Adult School	11.0-63910.0-41106-10000-1160-5330000	100			12/9/2021

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
AUPROUX, SHARI Emerson Elementary School	Curriculum Specialist Curriculum Specialist - FTE:100%	01.0-01500.0-00000-21300-1910-7420000	100	RA:006 - ST:24 STP: $1345	Began Service 11/20/1989	1/4/2022

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DOUZART, TIFFANY Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100		Began Service 12/10/2021	12/10/2021
MIELIWOCKI, REBECCA Instructional Services	Teacher: Tosa - FTE:100%	01.0-40350.0-00000-21400-1910-7429000	100	STP: $1345	Began Service 09/01/1996.	1/26/2022

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CO TING KEH, ROWENA Emerson Elementary School	Special Ed Teacher SDC - Elementary - FTE:100%	01.0-65000.0-57602-11100-1110-2030000	100	RA:006 - ST:15 STP: $2690		1/3/2022

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DORSEY, ERIN J Miller Elementary School	Elementary Teacher Elementary Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-2100000	100	RA:001 - ST:02		1/3/2022 5/27/2022
WILLIAMSON, TERRY Roosevelt Elementary School	Elementary Teacher Curriculum Specialist - FTE:100%	01.0-01500.0-00000-21300-1910-7420000	100	RA:005 - ST:16		12/13/2021 5/27/2022
OLFATI, GOLAK Burbank High School	Special Ed Teacher Mod/Severe- TEMP - FTE:100%	01.0-65000.0-57602-11100-1110-4310000	100	RA:001 - ST:01		1/3/2022 5/27/2022

LEWIS, LAQUANNIA Burbank High School	Teacher PE/DANCE - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:13 STP: $1345	Rehire for second semester	1/3/2022 5/27/2022

ELECTION: TEMPORARY (NON-	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ESPINOZA FELIX, KIMBERLY Mc Kinley Elementary School	Elementary Teacher Elementary Teacher-temporary -	01.0-65000.0-57602-11100-1110-2090000	100	STP: $1345		1/3/2022 5/27/2022

CHANGE OF CALENDAR	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SHAHNAZARI, EDGAR Special Education	Psychologist I Psychologist I - FTE:100%	01.0-00000.0-00000-31200-1214-7440000	100	STP: $1345		10/29/2021

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALLAN BERTMAN, JOHANNA Human Resources	Long Term Sub Teacher Chemistry	01.0-32130.0-11100-10000-1160-7559000	100			12/8/2021
VASQUEZ, NORKA Human Resources	Long Term Sub Teacher 1st Grade	01.0-32130.0-11100-10000-1160-7559000	100			12/10/2021
DANIELS, WENDI J Miller Elementary School	Long Term Sub Teacher 1st Grade	01.0-00000.0-11100-10000-1160-7550000	100			10/15/2021 12/17/2021
DORSEY, ERIN J Miller Elementary School	Long Term Sub Teacher 5th Grade	01.0-32130.0-11100-10000-1160-7559000	100			11/22/2021 12/17/2021
SMITH, KOURTNEY J Miller Elementary School	Long Term Sub Teacher Spec Ed	01.0-32130.0-11100-10000-1160-7559000	100			11/9/2021 1/31/2022
JEW, GLORIA John Muir Middle School	Long Term Sub Teacher Math	01.0-32130.0-11100-10000-1160-7559000	100			9/20/2021 1/27/2022

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CM-0106-21, Human Resources	Leave of Absence - FTE:100%	01.0-00000.0-00000-27000-1312-4310000	100	RA:02 - ST:08 STP: $2662	To extend end date to 1/31/2022	1/1/2022 1/31/2022
CM-0107-21, Human Resources	Leave of Absence - FTE:100%	01.0-00000.0-00000-27000-1312-2030000	100	RA:005 - ST:08 STP: $1229	To extend end date to 1/31/2022	1/1/2022 1/31/2022
CT-0101-21, Human Resources	Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:006 - ST:24 STP: $1345	to extend end date to 01/31/0222	12/18/2021 1/31/2022
MAC NEILL, MICHELLE Washington Elementary School	Elementary Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-2160000	100	RA:006 - ST:24	FMLA LOA through 1/31/2022	1/3/2022 1/31/2022
PIPER, MARY MORGEN Burbank High School	Special Ed Teacher Mild/Moderate - FTE:100%	01.0-65000.0-57602-11200-1110-4310000	100	RA:V - ST:13 STP: $2690	Pd LOA Preg. and Parental Bonding	1/3/2022 5/27/2022
BALISY, TAWNYA Child Care Center	Special Ed Teacher Pre-school Spec Ed - FTE:100%	01.0-65000.0-57300-11100-1110-5080000	100	RA:005 - ST:08 STP: $2690	Parental Bonding LOA	11/29/2021 3/4/2022

SCHARF, ROXANNE Mc Kinley Elementary School	Special Ed Teacher SDC - Elementary - FTE:100%	01.0-65000.0-57602-11100-1110-2090000	100	RA:006 - ST:16 STP: $1345	FMLA LOA	1/3/2022 2/25/2022
COOPER, REBECCA Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:17	Parental Bonding LOA	12/6/2021 3/11/2022
PETERSON, LAUREN Burbank High School	Teacher Leave of Absence	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:10	Child Care LOA	1/3/2022 5/27/2022
TROPEANO, AMANDA Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:006 - ST:10 STP: $1345	Child Care LOA	1/3/2022 5/27/2022

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DAWES, JACKIE Burroughs High School	Special Ed Teacher SDC/Secondary - FTE:100%	01.0-65000.0-57602-11100-1110-4320000	100	RA:006 - ST:17 STP: $2690		12/20/2021
TURNER, MARCUS Burbank High School	Teacher Leave of Absence - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:005 - ST:24 STP: $1345		12/10/2021

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SCHARF, ROXANNE Mc Kinley Elementary School	Special Ed Teacher SDC - Elementary - FTE:100%	01.0-65000.0-57602-11100-1110-2090000	100	RA:006 - ST:16 STP: $1345	FMLA LOA	1/3/2022 2/25/2022

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CURRAN, MARTIN Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		12/14/2021
RUBIN, MICHELLE Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		12/14/2021
SARNA, BARRY Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		12/14/2021
DOUZART, TIFFANY Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200		12/10/2021
FRAZIER, HAYLEY Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		11/30/2021
GODLEY, ELIZABETH Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-11100-1160-7559000	100	Salary Rate: $200/210		12/9/2021
MCCORKLE, MOLLY Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		12/1/2021
MCGUIRE, ERIN Human Resources	Substitute Teacher Substitute Teacher	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $200/210		11/24/2021

ELECTION: SUB SCHOOL NURSE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
WEBER, REBECCA Human Resources	Sub School Nurse Sub School Nurse	01.0-00000.0-00000-31400-1260-7550000	100			12/16/2021

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ATHERTON, DEBRA Emerson Elementary School	Long Term Spec Ed Sub Tchr Special Ed	01.0-65000.0-57602-11100-1160-7440000	100	Salary Rate: $250.43		11/29/2021 12/17/2021
SMITH, KOURTNEY J Miller Elementary School	Long Term Sub Teacher Spec Ed	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $250.00		11/9/2021 12/17/2021
RIVERA, RENEE John Muir Middle School	Long Term Sub Teacher Spanish	01.0-32130.0-11100-10000-1160-7559000	100	Salary Rate: $250.00		1/3/2022 2/4/2022

RELEASED FROM DISTRICT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE / ENDING DATE
ALLAN-BERTMAN, JOHANNA Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7550000	100			12/8/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 21-22-10

January 20, 2022
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Abrams, Sarah	Muir	Stipend Dept. Chair	Stipend	$1,477.00	2	August-May
Abrams, Sarah	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Alulema, Kimberly	CC	CC Teacher Hourly	Hourly	$19.66	20	October-December
Bess, Kenneth	Dolores Huerta	Intervention Planning	Hourly	$33.77	2	October
Bigger, Dena	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Brinton, Cristy A	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Brown, Kelly	Muir	Intervention Planning	Hourly	$33.77	2	October
Cheatum, Amelia	Muir	Stipend Dept. Chair	Stipend	$1,477.00	2	August-May
Clark, Kara	JBHS	Intervention Teaching	Hourly	$45.52	11.03	December-June
Cohen, David	JBHS	Intervention Planning	Hourly	$33.77	2	December
Collazos, Tracey	ILA	Intervention Teaching	Hourly	$45.52	22	November-December
Completo, Charlene	Miller	Intervention Planning	Hourly	$33.77	1.75	November
Curran, Emily	Spec. Ed	Hourly Equivalent	Hourly	$83.80	52.5	October-June
Cuseo, Victoria	Muir	Stipend Dept. Chair	Stipend	$1,477.00	2	August-May
D'Andrea, Christina	Dolores Huerta	Intervention Planning	Hourly	$33.77	13	August-September
Davis, Jamie	Emerson	Intervention Teaching	Hourly	$46.60	3	December
Delaurie, Jerry	Dolores Huerta	Intervention Planning	Hourly	$33.77	2	October
Dixon, Michelle	JBHS	Intervention Planning	Hourly	$33.77	2	December
El-Jabi, Mirielle	JBHS	Intervention Teaching	Hourly	$45.52	11.03	December-June
Eskandar, Catherine	Dolores Huerta	Intervention Planning	Hourly	$33.77	2	October
Everhart, Greg	JBHS	Intervention Planning	Hourly	$33.77	2	December
Fernando, Gajan	Instr. Services	Intervention Planning	Hourly	$33.77	6	October
Forge, Josh	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Garfiaz, Jocelyn	CC	Over Time	Hourly	$25.09	1	November
Given, Sara	BHS	Intervention Planning	Hourly	$33.77	13	August-September
Griffin, Jamie	Dolores Huerta	Intervention Planning	Hourly	$33.77	2	October
Hall, Jamie	JBHS	Intervention Planning	Hourly	$33.77	2	December
Hammell, Robert	Instr. Services	Intervention Planning	Hourly	$33.77	1	October
Heldt, Theresa	Roosevelt	Intervention Planning	Hourly	$33.77	12	August
Hochberg, Adam	Instr. Services	Intervention Planning	Hourly	$33.77	3.5	November
Hochberg, Adam	JBHS	Intervention Planning	Hourly	$33.77	2	December

Howard, Cathleen	Muir	Stipend Dept. Chair	Stipend	$1,477.00	2	August-May
Jennings, Brendan	JBHS	Intervention Planning	Hourly	$33.77	2	December
Jones, Ana	Muir	Stipend Dept. Chair	Stipend	$738.50	2	August-May
Keeler, Fred	Instr. Services	Intervention Planning	Hourly	$33.77	12	November
Kim, Young	Instr. Services	Intervention Planning	Hourly	$33.77	12	November
Knoop, Julie	JBHS	Intervention Planning	Hourly	$33.77	2	December
Knoop, Keith	JBHS	Intervention Planning	Hourly	$33.77	2	December
Kuglen, Sam	JBHS	Intervention Planning	Hourly	$33.77	2	December
LaMere, LisaJoe	JBHS	Intervention Planning	Hourly	$33.77	2	October
Lawrence, Chris	Muir	Intervention Planning	Hourly	$33.77	2	October
Lee, Lydia	Muir	Intervention Planning	Hourly	$33.77	2	October
Lightfoot, Richard	JBHS	Intervention Planning	Hourly	$33.77	2	December
Lucas, Paige	Miller	Intervention Planning	Hourly	$33.77	1.5	November
Macias, Sandra	JBHS	Intervention Planning	Hourly	$33.77	13	August-September
Manoukian, Zare	JBHS	Intervention Teaching	Hourly	$45.52	11.03	December-June
Mayes, Jessica	JBHS	Intervention Planning	Hourly	$33.77	2	December
McMahon, Amanda	JBHS	Intervention Planning	Hourly	$33.77	2	December
Morreale, Katelyn	JBHS	Intervention Teaching	Hourly	$45.52	11.03	December-June
Moses, Jennifer	Muir	Stipend Dept. Chair	Stipend	$738.50	2	August-May
Mucha, Michele Walsh	Spec.Ed	Home Hospital	Hourly	$36.09	144	December-May
Mullady, Jerry	JBHS	Intervention Planning	Hourly	$33.77	2	December
Murphy, Allison	Instr. Services	Intervention Planning	Hourly	$33.77	3.5	November
Nicol, Doug	Muir	Intervention Planning	Hourly	$33.77	2	October
Norberg, Mark	Muir	Stipend Dept. Chair	Stipend	$738.50	2	August-May
O'Dell, Alison	Muir	Intervention Planning	Hourly	$33.77	2	October
Papavasiliou, Demetrula	JBHS	Intervention Planning	Hourly	$33.77	2	December
Patterson, Patricia D.	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Peevyhouse, Illene	Muir	Intervention Planning	Hourly	$33.77	2	October
Peevyhouse, Illene	Muir	Stipend Dept. Chair	Stipend	$1,477.00	2	August-May
Perez, Kimberly	Miller	Intervention Planning	Hourly	$33.77	1.75	November
Reaves, Harvey	BHS	Intervention Planning	Hourly	$33.77	36	October-December
Reyes, Juan Carlos	JBHS	Intervention Planning	Hourly	$33.77	2	December
Robman, Samantha	Emerson	Intervention Teaching	Hourly	$46.60	3	December
Rosa, Brian	Instr. Services	Intervention Planning	Hourly	$33.77	12	November
Schwegman, Courtney	Muir	Intervention Planning	Hourly	$33.77	13	August-September
Sevic, Branko	Muir	Intervention Planning	Hourly	$33.77	2	October
Showel, Ashley	Miller	Intervention Planning	Hourly	$33.77	1.75	November
Silverstone-Moran, R	Spec.Ed	Hourly Equivalent	Hourly	$87.38	21.5	November-December
Sohn Lim, Jennifer	JBHS	Intervention Planning	Hourly	$33.77	2	December
Steinberg, Jessie	JBHS	Intervention Planning	Hourly	$33.77	2	December

Tapanyan, Anie	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Tineo, Deidra	McKinley	Intervention Teaching	Hourly	$46.60	6	December
Tobin, Jill	JBHS	Intervention Planning	Hourly	$33.77	2	December
Tobin, Jill	JBHS	Intervention Teaching	Hourly	$45.52	11.03	December-June
Valle, Jose	JBHS	Intervention Planning	Hourly	$33.77	2	December
Vasilescu, Iuliana	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Walden, Melissa A.	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November
Washausen, Dylan	Muir	Intervention Planning	Hourly	$33.77	2	October
Wertlieb, Jessica	Muir	Stipend Dept. Chair	Stipend	$738.50	2	August-May
Zacher, Marianna K.	Spec. Ed	Intervention Planning	Hourly	$33.77	1	November

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Retirement								
CORNEJO, Mercedita	Budget//Data Entry Clerk	01.0-00000.0-00000-72000-2410-7470000	1.0	31-VI	A	12-30-21		Fiscal Services Began service 02-21-89
GOLASKI, Patricia	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2110-2140000	.5625	32-VI	C	12-22-21		Roosevelt Children's Center
	Instructional Assistant	01.0-00000.0-11100-10000-2110-2160000	.3750	30-IV	D	12-22-21		Washington Elementary Began service 09-11-98
LEPATAN, Ian	Budget/Accounting Technician	01.0-00000.0-00000-72000-2410-7470000	1.0	48-VI	A	12-30-21		Fiscal Services Began service 02-08-01
SPAULDING, Donna	CO Receptionist	01.0-00000.0-00000-72000-2410-7550000	1.0	30-I	A	12-01-21		Human Resources Began service 07-07-99
Resignation								
CURRAN, Martin	Intervention Specialist For At Risk Students	01.0-01500.0-00000-31100-2210-7420000	1.0	53-II	D	12-31-21		Roosevelt Elementary
ELLSWORTH, Dana	Library Coordinator	01.0-01500.0-00000-24200-2210-2010000 01.0-30100.0-00000-24200-2210-2019000	81.90 18.10	36-I	D	01-21-22		Disney Elementary
REYES-BUDD, Nicole	Elementary School Aide	01.0-00000.0-11100-10009-2910-2062000	.2813	27-IV	D	01-03-22		Jefferson Elementary
Leave								
CL 0089-21		01.0-01500.0-47600-10000-2110-2160000	.5	32-IV	D	12-13-21	12-17-21	Human Resources
AMY, Emily	Educational Interpreter III-DHH	01.0-33100.0-57602-11104-2110-3220000	1.0	54-VI	D	12-13-21	03-04-22	Muir Middle School Child Bonding
BISSELL, Alexandra	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.65	40-II	D	01-03-22	05-26-22	Special Education Unpaid Career Advancement
CATES, Lisa	Office Assistant – Elementary	01.0-00000.0-00000-27000-2410-2020000	1.0	34-VI	C	01-10-22	04-10-22	Edison Elementary Unpaid Career Advancement
Additional Compensation for Working Out of Class								
TANNER, Gloria	Office Assistant – Elementary	01.0-00000.0-00000-27000-2410-2100000	1.0	34-VI	C	09-20-21	01-31-22	Miller Elementary School
WROBEL, Karen	Personnel Technician I - Substitute	01.0-00000.0-00000-72000-2410-7550000	1.0	41-VI	A	09-13-21	12-31-21	Human Resources End date changed

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Additional Compensation for Longevity								
CARRASCO, Janel	Campus Supervision Assistant	01.0-00000.0-00000-83000-2210-4310000		35-VI	D	12-01-21		Burbank High School 15 yrs./$148 mo.
GERONIMO, Edgardo	Instructional Assistant – Special Education	01.0-33100.0-57602-11100-2110-3210000		32-VI	D	12-01-21		Huerta Middle School 15 yrs./$148 mo.
HALLAJIAN, Maral	Food Service Assistant	13.0-53100.0-00000-37000-2210-3210000		27-VI	D	12-01-21		Huerta Middle School 15 yrs./$74 mo.
KAEDBEY, Nada	Typist Clerk II	01.0-00000.0-00000-27000-2410-2060000 01.0-01501.0-47600-27000-2410-2060000	.7273 .2727	30-VI	C	12-01-21		Jefferson Elementary 20 yrs./$135.44 mo.
LEON, Oscar	Lead Custodian – Secondary	01.0-00100.0-00000-82100-2210-4310000		40-VI	A	12-01-21		Burbank High School 15 yrs./$148 mo.
MC GUIRE, Amy	Instructional Assistant – Resource Lab	01.0-01501.0-00000-24200-2210-2060000 01.0-00000.0-00000-24200-2210-2061000 01.0-90201.0-00000-24200-2210-2068700	.50 .2623 .2377	31-VI	D	12-01-21		Jefferson Elementary 25 yrs./$104.13 mo.
PARRIS, Rosie	Attendance Clerk	01.0-00000.0-00000-27000-2410-4310000		33-VI	C	12-01-21		Burbank High School 25 yrs./$238 mo.
VALLE, Maria	Instructional Assistant – Special Education	0.0-33100.0-57602-11200-2110-3210000		32-VI	D	12-01-21		Huerta Middle School 10 yrs./$115 mo.
Change of Assignment – Classification/Location/FTE								
ALVARADO, Wendy	Elementary School Aide	01.0-00000.0-11100-10009-2910-2052000	.4188	27-IV	D	12-13-21		Bret Harte Elementary
DIAZ, Yajaira	Office Assistant - Elementary	01.0-00000.0-00000-27000-2410-2060000	1.0	34-I	C	01-10-22		Jefferson Elementary
JIMENEZ-URIBE, Maria	Office Assistant – Elementary	01.0-00000.0-00000-27000-2410-2090000	1.0	34-VI	C	01-03-22		McKinley Elementary
RIGGINS, Jasmine	Educational Interpreter III	01.0-65000.0-57602-11104-2110-2160000	.75	54-II	D	12-14-21		Washington Elementary
Change of Assignment – Classification/Location/FTE in Lieu of Layoff								
ISAIAN, Helen	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2110-2030000	.1875	32-VI	D	12-07-21		Emerson Elementary

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Temporary Change of Assignment								
BARRAGAN, Erika	Senior Attendance Technician	01.0-00000.0-00000-27000-2410-4320000	1.0	39-IV	A	07-01-21	12-12-21	Burroughs High School Change to end date
BARTA, Peggy	Food Service Assistant	13.0-53100.0-00000-37000-2210-5310000	.1875	27-VI	D	01-03-22	01-31-22	Monterey High School
	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-5310000	.25	32-VI	D	01-03-22	01-31-22	Monterey High School
JIMENEZ, Paola	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2060000	.5625	32V	D	08-30-21	05-26-22	Jefferson Elementary Change to end date
MIKAYELYAN, Angela	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-5300000	.50	32-VI	D	10-01-21	01-02-22	Monterey High School Change to end date
	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2130000	.6875	32-VI	D	01-03-22	01-31-22	Providencia Elementary
NANEZ-ARCIVA, Brenda	Food Service Supervisor II	13.0-53100.0-00000-37009-2312-3220000	1.0	S-4	I	08-16-21	05-26-22	Muir Middle School Change to end date
RIOJAS, Annette	Instructional Assistant Severe Behavioral II	01.0-65000.0-57601-11100-2110-5260000	1.0	45-IV	D	10-21-21	05-26-22	Community Day School
TORRES, Veronica	Serving Kitchen Operator	13.0-53100.0-00000-37000-2210-2020000	.5625	32-V	D	08-30-21	05-26-22	Edison Elementary Change to end date
Election – Monthly								
CHRISTENSEN, Rachel	School Office Manager – Elementary	01.0-00000.0-00000-27000-2410-2100000	1.0	43-I	C	01-06-22		Miller Elementary
GETZ, Alicia	School Office Manager – Elementary	01.0-00000.0-00000-27000-2410-2020000	1.0	43-I	C	01-06-22		Edison Elementary
GOURIAN, Sarah	Typist Clerk III	01.0-60100.0-00000-72000-2410-7429000	.375	35-I	A	01-10-22		Children's Center
PRESIADO, Tiffany	Elementary School Aide	01.0-00000.0-11100-10009-2910-2152000	.5313	27-I	D	12-13-21		Stevenson Elementary
SOLIS, Gloria	Food Service Assistant	13.0-53100.0-00000-37000-2210-4310000	.50	27-I	D	01-03-22		Burbank High School
WEINMULLER, Jodi	Elementary School Aide	01.0-00000.0-11100-10009-2910-2062000 01.0-00000.0-11100-10009-2910-2061000	.8531 .1469	27-I	D	01-05-22		Jefferson Elementary

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Election – Hourly								
AGHABEGI, Ana	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2150000		32-VI	D	11-29-21		Children's Center
ALEGRIA, Hector	School Safety/ Utility Custodian	01.0-90711.0-81000-50002-2240-3228000		35-V	A	11-23-21	11-23-21	Muir Middle School
ALEGRIA, Hector	School Safety/ Utility Custodian	01.0-90711.0-81000-50002-2240-3228000		35-V	A	11-24-21	11-24-21	Muir Middle School
ALVAREZ, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	12-03-21	12-03-21	Burbank High School
ALVAREZ, Carlos	Custodian	01.0-00100.0-00000-82100-2260-7520000		35-VI	A	12-08-21	12-08-21	Burbank High School
ALVAREZ, Carlos	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	12-10-21	12-10-21	Burroughs High School
ALVAREZ, Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	12-11-21	12-11-21	Burroughs High School
ALVAREZ, Carlos	Custodian	01.0-90708.0-81100-50002-2240-7528000		35-VI	A	12-12-21	12-12-21	Burroughs High School
ARMENTA, Hugo	Painter	01.0-90708.0-81000-50002-2240-7528000		48-III	A	12-04-21	12-04-21	Facilities Services
AYALA, Jose	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	12-03-21	12-03-21	Luther Middle School
AYALA, Jose	Senior Custodian	01.0-90708.0-81000-50002-2240-7528000		36-VI	A	12-04-21	12-04-21	Luther Middle School
BABAIAN, Agatia	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2030000		32-VI	D	11-01-21	11-20-21	Children's Center
BARILLAS, Otto	Lead Custodian-Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	12-04-21	12-04-21	Burroughs High School
BELTRAN, Andrew	Custodian	01.0-90711.0-81000-50002-2240-3228000		35-IV	A	11-23-21	11-23-21	Muir Middle School
BELTRAN, Andrew	Custodian	01.0-90711.0-81000-50002-2240-3228000		35-IV	A	11-24-21	11-24-21	Muir Middle School
BAUMAN, Brittany	Elementary School Aide	01.0-00000.0-11100-10009-2930-2141000		27-IV	D	10-28-21		Roosevelt Elementary
CASTILLO-CABRERA, Jose	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	11-29-21	11-29-21	Burbank High School
CASTILLO-CABRERA, Jose	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	12-01-21	12-02-21	Burbank High School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
CASTILLO-CABRERA, Jose	Custodian	01.0-90711.0-81000-50002-2240-4318000		35-VI	A	12-05-21	12-05-21	Burbank High School
CELIS, Juan Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	11-22-21	11-30-21	Jefferson Elementary
CELIS, Juan Carlos	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	12-01-21	12-03-21	Jefferson Elementary
DANAO, Zuleika	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2050000		32-VI	D	11-15-21		Children's Center
HERRERA, Ignacio	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-IV	A	11-29-21	11-29-21	Luther Middle School
HERRERA, Ignacio	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-IV	A	12-04-21	12-04-21	Luther Middle School
JIMENEZ, Paola	Food Services Serving Kitchen Operator	13.0-53100.0-00000-37000-2230-2060000		32-V	D	11-01-21	05-26-22	Jefferson Elementary
KAEDBEY, Nada	Typist Clerk II	01.0-00000.0-00000-27000-2460-7550000		30-VI	D	01-03-22	01-31-22	Jefferson Elementary
KELLY, Mary	Instructional Assistant - Children's Center	12.0-90602.0-11100-10000-2130-2140000		32-VI	D	11-01-21	11-29-21	Children's Center
MEJIA-LORETO, Pedro	Irrigation Specialist	01.0-90708.0-81000-50002-2240-7528000		48-VI	A	12-04-21	12-04-21	Facilities Services
LEON, Oscar	Lead Custodian-Secondary	01.0-90711.0-81000-50002-2240-4318000		40-VI	A	12-04-21	12-04-21	Burbank High School
LEON, Oscar	Lead Custodian-Secondary	01.0-90711.0-81000-50002-2240-4318000		40-VI	A	12-08-21	12-08-21	Burbank High School
LEWIS, Lesley	Elementary School Aide	01.0-00000.0-11100-10009-2930-2141000		27-V	D	10-01-21		Roosevelt Elementary
MELIKIAN, Lilia	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2090000		32-VI	D	10-01-21	12-17-21	Children's Center
MIRZAKHANIAN, Georg	Custodian	01.0-90711.0-81000-50002-2240-4318000		35-V	A	11-21-21	11-21-21	Muir Middle School
MIRZAKHANIAN, Georg	Custodian	01.0-00100.0-00000-82100-2260-7520000		35-V	A	11-23-21	11-23-21	Burbank High School
MIRZAKHANIAN, Georg	Custodian	01.0-90711.0-81100-50002-2240-4318000		35-V	A	12-05-21	12-05-21	Burbank High School
NASRALLAH, Nancy	Instructional Assistant – English Language Development	01.0-42030.0-47600-10000-2130-7429000		32-VI	D	11-29-21		Harte Elementary School

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Election – Hourly (Continued)								
NAVARRO, Silvia	Food Service Assistant	13.0-53100.0-00000-37000-2230-4320000		27-VI	D	12-01-21	05-26-22	Burroughs High School
NGUYEN-MAI, Yen	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2160000		32-VI	D	08-01-21	12-17-21	Children's Center
OLEA, Noe	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-III	A	12-02-21	12-02-21	Burbank High School
PAIGE, Della	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	11-29-21	11-29-21	Burbank High School
PAIGE, Della	Custodian	01.0-90711.0-81000-50002-2240-4318000		35-VI	A	12-04-21	12-04-21	Burbank High School
PEREZ, Joseph	Lead Custodian - Secondary	01.0-00100.0-0000-82100-2260-7520001		40-VI	A	12-03-21	12-03-21	Burbank High School
PEREZ, Joseph	Lead Custodian - Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	12-04-21	12-04-21	Burbank High School
PEREZ, Joseph	Lead Custodian - Secondary	01.0-90711.0-81000-50002-2240-4318000		40-VI	A	12-08-21	12-08-21	Burbank High School
PHILIPPAS, Maria	Elementary School Aide	01.0-00000.0-00000-83000-2260-7550000		27-V	D	11-08-21		Roosevelt Elementary
POZOS, Salvador	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	12-06-21	12-06-21	McKinley Elementary
POZOS, Salvador	Custodian	01.0-00100.0-00000-82100-2260-7520000		35-VI	A	12-07-21	12-07-21	Burroughs High School
POZOS, Salvador	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	12-09-21	12-09-21	Muir Middle School
POZOS, Salvador	Custodian	01.0-00100.0-00000-82100-2260-7520000		35-VI	A	12-10-21	12-10-21	Muir Middle School
POZOS. Salvador	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	12-13-21	12-13-21	Luther Middle School
POZOS, Salvador	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	12-14-21	12-14-21	Burroughs High School
RECINOS, Karina	Food Service Assistant	13.0-53100.0-00000-37000-2230-4320000		27-I	D	11-01-21	05-26-22	Burroughs High School
REYES, Abram	Grounds Technician	01.0-90708,081000-500002-2240-7528000		40-VI	A	12-04-21	12-04-21	Facilities Services
RIGGINS, Jasmine	Educational Interpreter III	01.0-65000.0-57602-11104-2130-7440000 01.0-65000.0-57602-11104-2140-7440000		54-II	D	12-14-21	05-26-22	Special Education

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
RIOS, Lydia	Instructional Assistant – Children's Center	12.0-90602.0-11100-10000-2130-2020000		32-VI	D	11-01-21	12-17-21	Children's Center
RODRIQUEZ-AVILA, Arlene	Typist Clerk III	01.0-60100.0-00000-27000-2440-7429000		35-VI	A	10-01-21	10-31-21	Children's Center
SABAS-DUARTE, Aura	Food Service Utility Driver	13.0-53100.0-00000-37000-2230-3200000		27-VI	D	12-01-21	05-26-22	Burroughs High School
SALAZAR, Maria	Food Service Assistant	13.0-53100.0-00000-37000-2230-2140000		27-VI	D	12-01-21	05-26-22	Roosevelt Elementary
SANDOVAL, Efren	Lead Custodian - Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	12-04-21	12-04-21	Huerta Middle School
SANDOVAL, Efren	Lead Custodian - Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	12-05-21	12-05-21	Huerta Middle School
SANDOVAL, Efren	Lead Custodian Secondary	01.0-00100.0-00000-82100-2260-7520001		40-VI	A	12-15-21	12-15-21	Huerta Middle School
SIGALA, Loretta	Instructional Assistant – Children's Center	12.0-50250.1-11100-10000-2130-2030000		32-V	D	11-01-21	11-30-21	Children's Center
SPEISSER-SAMARGE, Natalie	School Office Manager	01.0-00000.0-00000-27000-2460-7550000		43-I	G	12-02-21		Human Resources
TAGMAZYAN, Anna	Community Resource Assistant	01.0-01500.0-00000-27000-2950-7422000		31-VI	D	11-15-21	11-19-21	Miller Elementary
TORRES, Jorge	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	11-21-21	11-21-21	Muir Middle School
TORRES, Jorge	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-VI	A	1202-21	12-02-21	Muir Middle School
URIBE, Juan M.	Grounds Leadperson	01.0-90708.0-81000-50002-2240-7528000		56-VI	A	12-04-21	12-04-21	Facilities Services
VALDEZ ORELLANA, Azael	Custodian	01.0-90708.0-81000-50002-2240-7528000		35-I	A	12-04-21	12-04-21	Huerta Middle School
VALDEZ ORELLANA, Azael	Custodian	01.0-00100.0-00000-82100-2260-7520001		35-I	A	12-15-21	12-15-21	Huerta Middle School
VAZQUEZ, Roxana	School Safety/ Utility Custodian	01.0-00100.0-00000-82100-2260-7520001		35-VI	A	12-15-21	12-15-21	Adult School

Basis: A= 12 months, B= 11 months, C= 10 months, D= 9 months, E= Adult School employee working less than 10 months, F= Short-term employees, assigned to provide services which will not be needed on a continuing basis, G= Substitute, H= Long term substitute, I= Temporary reclassification.

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
WHITAKER, Malia	Campus Supervision Assistant	01.0-00000.0-00000-83000-2260-7550000		35-I	D	11-29-21	05-26-22	Huerta Middle School
WIERBILIS, Jana	Elementary School Aide	01.0-90201.0-11100-10009-2930-2068700		27-V	D	08-16-21	10-11-21	Jefferson Elementary
Election – Student Helpers								
BIN, Jonathan	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
CISNEROS, Christopher	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
CRIVELLI, Samuel	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	07-01-21	06-30-22	Special Education
EGURROLA, Natalie	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
FUNG, Joyce	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
GONZALEZ, Nicholas	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-06-21	06-30-22	Special Education
MERICA, Keegan	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-16-21	06-30-22	Special Education
LOPEZ, Juan Carlos	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
NAKANISHI, Daniel	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
PEREZ, Valerie	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	07-01-21	06-30-22	Special Education
SCHLOSSMAN, Haley	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
SHAHBAZIAN, Sarah	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000		14.00	G	12-01-21	06-30-22	Special Education
Election – Walk on Coach								
GREEN, Krystin	Short Term Athletic	01.0-90201.0-15001-42000-2171-4318711		14.00	F	11-01-21	11-30-21	Burbank High School
MINTZ-KREYNS, Emily	Short Term Performing Arts	01.0-90904.0-17007-41001-2171-3228100		14.00	F	11-01-21	05-27-22	Muir Middle School

Signature Sarah Niemann

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 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22000342	SMART & FINAL STORES CORP	C/O 2: INCREASE ORDER BY $180.00; 2021-2022 BLANKET ORDER; CHILDCARE SUPPLIES; CHILD DEVELOPMENT AND CD-CALIF STATE GENERAL CC PROGRAM FUNDS	CHILD DEVELOPMENT SERVICES	120	$3,575.00
22000406	GALASSO'S BAKERY	C/O 1: REDUCE BY $25,000.00; 2021-22 BLANKET ORDER; BAKERY PRODUCTS; SAN GABRIEL VALLEY FOOD SERVICES CO-OP RFP; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$55,000.00
22000503	APPLE COMPUTER ED SALES	C/O 1: CANCEL ORDER; APPLE APP CREDIT VOUCHER; PERKINS GRANT	BURBANK HIGH SCHOOL	010	$199.00
22000530	MEDCO SUPPLY CO	C/O 1: CANCEL BACKORDER; ATHLETIC TRAINING SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$2,143.35
22000603	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 3: REDUCE BY $271.15; 2021-22 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	BRET HARTE CHILDREN´S CENTER	120	$315.35
22000626	BURBANK OPTOMETRIC CENTER, INC.	C/O 1: INCREASE BY $9,620.00 - BD 9/2/21; CONSULTANT AGREEMENT; VISION THERAPY SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 7/15/21	SPECIAL EDUCATION	010	$18,720.00
22000677	CHILDCARE CAREERS LLC	C/O 1: INCREASE BY $6,000.00; 2021-2022 BLANKET ORDER; SUBSTITUTE SERVICES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$12,000.00
22000679	LUNDGREN MANAGEMENT CORPORATION	C/O 1: INCREASE BY $12,369.00 - BD 11/18/21; CARRYOVER OF PO 21001405; RFPQ 1920-021 GENERAL CONSTRUCTION MANAGEMENT SERVICES FOR TWO-STORY MODULAR BUILDING @ DISNEY ES; BOND FUNDS; BOARD APPROVED 5/7/20	FACILITIES SERVICES	213	$344,568.75
22000700	CHILDCARE CAREERS LLC	C/O 2: REVISE ACCOUNT DISTRIBUTION; 2021-2022 BLANKET ORDER; SUBSTITUTE SERVICES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$65,000.00
22000762	APPLE COMPUTER ED SALES	C/O 1: REDUCE BY $155.00; SOFTWARE LICENSES FOR DONATED COMPUTER EQUIPMENT	INDEPENDENT LEARNING ACADEMY (ILA)	250	$2,015.00
22000865	ICS SERVICE CO.	C/O 1: CANCEL ORDER; FACILITY REPAIR MATERIAL	FACILITIES SERVICES	010	$0.01
22000961	T-MOBILE	C/O 1: INCREASE ORDER BY $102,920.97; 2021-22 BLANKET ORDER; HOTSPOT MONTHLY SERVICE FEES; ESSER III FUNDS	TECHNOLOGY SERVICES	010	$111,920.97
22001094	TRANSIT SYSTEMS UNLIMITED, INC	C/O 3: INCREASE BY $2,000.00; 2021-22 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS	BURBANK HIGH SCHOOL	010	$12,000.00

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22001193	VITAL HEALTHCARE INC	C/O 2: INCREASE BY $577,864.00; PROFESSIONAL SERVICES AGREEMENT; DISTRICT-WIDE COVID-19 TESTING; COUNTY TESTING AND IN PERSON INSTRUCTION FUNDS; BOARD APPROVED 9/2/21	FISCAL SERVICES	010	$2,577,864.00
22001413	DICK BLICK CO	C/O 1: CANCEL BACKORDER; ART SUPPLIES	BURBANK HIGH SCHOOL	010	$451.54
22001447	TRANS GAS PROPANE	NON-INSTRUCTIONAL EQUIPMENT REPAIR MATERIAL	FACILITIES SERVICES	010	$92.44
22001563	BOYS & GIRLS CLUB OF BURBANK	C/O 1: REVISE ACCOUNT DISTRIBUTION; 2021-22 AGREEMENT; ASES PROGRAM; ASES FUNDS	INSTRUCTIONAL SERVICES	010	$300,000.00
22001632	SCHOOL SPECIALTY, INC	C/O 1: ORDER REPLACEMENT; PHYSICAL EDUCATION SUPPLIES	MILLER ELEMENTARY	010	$174.48
22001746	LOWE'S HOME IMPROVEMENT	C/O 1: REDUCE ORDER BY $329.25; CLASSROOM EQUIPMENT; FILM LA FUNDS	BURBANK HIGH SCHOOL	010	$2,174.44
22001753	BOX CARS AND ONE-EYED JACKS, INC	C/O 1: CANCEL ORDER; INSTRUCTIONAL SUPPLIES; TITLE III-LEP FUNDS	PROVIDENCIA ELEMENTARY	010	$0.01
22001839	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ORDER; LIGHTING EQUIPMENT AND SUPPLIES; CHILD DEVELOPMENT FUNDS	EMERSON CHILDREN´S CENTER	120	$182.90
22001874	FLEWELLING & MOODY INC	PROFESSIONAL SERIVICES AGREEMENT; ARCHITECTURAL DESIGN SERVICES FOR AQUATICS CENTER MODERNIZATION RFP 2122-003 AT BHS; SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS; BOARD APPROVED 10/7/21 & 11/18/21	FACILITIES SERVICES	400	$194,250.00
22001904	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$149.85
22001905	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$157.54
22001906	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$44.06
22001907	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$14.95
22001908	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT	BURBANK HIGH SCHOOL	010	$167.76
22001909	AMAZON CAPITAL SERVICES	ATHLETIC TRAINING SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$273.32
22001910	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$425.07
22001911	AMAZON CAPITAL SERVICES	HEALTH SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$125.29
22001912	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES	STEVENSON ELEMENTARY	010	$47.14
22001913	AMAZON CAPITAL SERVICES	BOOKS	ROOSEVELT ELEMENTARY	010	$46.24
22001914	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$286.90

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22001915	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$203.78
22001916	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$60.41
22001917	FLORES, JENNIFER	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; ARTS FOR ALL FUNDS	EDISON ELEMENTARY	010	$498.45
22001918	BARSEGHIAN CHERKEZIAN, ARPY	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLY; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$20.38
22001919	OLIVEROS, MARICAR	REIMBURSEMENT TO FUNDRAISING COMMITTEE MEMBER FOR FOOD FOR TEACHERS; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$258.03
22001920	HUIZAR, ELLEN	REIMBURSEMENT TO COUNSELOR FOR FOOD FOR MEETINGS; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$49.43
22001921	HOWARD, COREY	REIMBURSEMENT TO TITLE I COORDINATOR FOR STAFF APPRECIATION GIFTS; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$30.00
22001922	LAKESHORE CURRICULUM MATERIAL	INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	BRET HARTE ELEMENTARY	010	$143.99
22001923	SULLIVAN, CYRITA	REIMBURSEMENT TO TEACHER FOR CLASSROOM MATERIALS; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$94.91
22001924	LRA INTERPRETERS, INC.	PROFESSIONAL SERVICES; INTERPRETER; LCFF SUPPLEMENTAL FUNDS	INSTRUCTIONAL SERVICES	010	$327.00
22001925	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$386.72
22001926	GOPHER SPORT	PHYSICAL EDUCATION SUPPLIES	STEVENSON ELEMENTARY	010	$452.54
22001927	AMAZON CAPITAL SERVICES	ART SUPPLIES; ARTS FOR ALL AND MAA FUNDS	MUIR MIDDLE SCHOOL	010	$621.34
22001928	MEDCO SUPPLY CO	ATHLETIC TRAINING SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$1,718.29
22001929	THERAPY IN ACTION	PROFESSIONAL SERVICES AGREEMENT; OCCUPATIONAL THERAPY ASSESSMENT; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/21/21	SPECIAL EDUCATION	010	$1,600.00
22001930	JOHN GILMORE MUSIC	CONSULTANT AGREEMENT; CHOIR DIRECTOR; GIFT FUNDS; BOARD APPROVED 10/21/21	EMERSON ELEMENTARY	010	$2,500.00
22001931	ASTRO AUDIO/VIDEO LIGHTING INC	CONSULTANT AGREEMENT; MUSIC INDUSTRY WORKSHOPS; GIFT FUNDS; BOARD APPROVED 10/7/21	COMMUNITY DAY SCHOOL	010	$1,600.00
22001932	SOCAL PSYCHOLOGY CENTER	PROFESSIONAL SERVICES AGREEMENT; INDEPENDENT EDUCATIONAL EVALUATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/7/21 & 11/4/21	SPECIAL EDUCATION	010	$7,000.00
22001933	UME FEDERAL CREDIT UNION	SOFTWARE LICENSE; TITLE III IMMIGRANT EDUCATION FUNDS; BOARD APPROVED 6/17/21	STEVENSON ELEMENTARY	010	$120.00
22001934	PADILLA, JUAN CARLOS	SUPPLIES FOR STAFF HOLIDAY LUNCH; FILM LA FUNDS	WASHINGTON ELEMENTARY	010	$780.00

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22001935	AMAZON CAPITAL SERVICES	BOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$29.07
22001936	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	ROOSEVELT ELEMENTARY	010	$72.10
22001937	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$233.11
22001938	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; ARTS FOR ALL FUNDS	WASHINGTON ELEMENTARY	010	$384.39
22001939	OLIVEROS, MARICAR	REIMBURSEMENT TO FUNDRAISING COMMITTEE MEMBER FOR FUNDRAISER SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$124.78
22001940	CHUGG, KELLI	REIMBURSEMENT TO TEACHER FOR MAGAZINE SUBSCRIPTION; GIFT FUNDS	EDISON ELEMENTARY	010	$153.45
22001941	GORDON, EMMA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	WASHINGTON ELEMENTARY	010	$16.82
22001942	KIM, BARBARA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; ARTS FOR ALL FUNDS	WASHINGTON ELEMENTARY	010	$65.66
22001943	BEAL, DENA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	MUIR MIDDLE SCHOOL	010	$11.42
22001944	NASCO WEST	CLASSROOM SUPPLIES; PERKINS GRANT	LUTHER BURBANK MIDDLE SCHOOL	010	$341.22
22001945	SCHOOL NURSE SUPPLY INC	PLAYGROUND SUPPLIES	STEVENSON ELEMENTARY	010	$52.02
22001946	DR ANDRE VAN ROOYEN	PROFESSIONAL SERVICES; INDEPENDENT EDUCATIONAL EVALUATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/4/21	SPECIAL EDUCATION	010	$6,000.00
22001947	AMTECH ELEVATOR SERVICES	SERVICE CALL ON ELEVATOR AT MUIR MIDDLE SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$350.00
22001948	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$411.90
22001949	MULTI-HEALTH SYSTEMS	TESTING MATERIALS; SPECIAL EDUCATION	SPECIAL EDUCATION	010	$320.00
22001950	WEINER, ALEXIS	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE	JOHN BURROUGHS HIGH SCHOOL	010	$149.99
22001951	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$41.87
22001952	AMAZON CAPITAL SERVICES	BOOKS; TITLE III IMMIGRANT EDUCATION AND LEP FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,651.79
22001953	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	BURBANK HIGH SCHOOL	010	$28.65
22001954	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	WASHINGTON ELEMENTARY	010	$31.96
22001955	BERTRAND'S MUSIC	MUSICAL INSTRUMENT REPAIRS	MUIR MIDDLE SCHOOL	010	$169.47
22001956	RAPTOR TECHNOLOGIES LLC	OFFICE SUPPLIES	ROOSEVELT ELEMENTARY	010	$110.25
22001957	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; IMA	BURBANK HIGH SCHOOL	010	$2,600.00

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
22001958	SKILLSUSA CALIFORNIA	MEMBERSHIP FEES; CTE-UNRESTRICTED FUNDS; BOARD APPROVED 6/3/21	JOHN BURROUGHS HIGH SCHOOL	010	$1,340.00
22001959	SKILLSUSA CALIFORNIA	MEMBERSHIP FEES; CTE-UNRESTRICTED FUNDS; BOARD APPROVED 6/3/21	BURBANK HIGH SCHOOL	010	$290.00
22001960	SKILLSUSA CALIFORNIA	MEMBERSHIP FEES; JBHS; CTE-UNRESTRICTED FUNDS; BOARD APPROVED 6/3/21	JOHN BURROUGHS HIGH SCHOOL	010	$325.00
22001961	COHEN, DAVID	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$71.19
22001962	CRESCENTA VALLEY ATHLETIC-LOGO IMPRINTING	CUSTOM SHIRTS FOR EVENT; CTE UNRESTRICTED FUNDS	BURBANK HIGH SCHOOL	010	$270.11
22001963	GENERATION GENIUS INC	SOFTWARE LICENSE; GIFT FUNDS; BOARD APPROVED 6/17/21	EDISON ELEMENTARY	010	$125.00
22001964	GENERATION GENIUS INC	SOFTWARE LICENSE; GIFT FUNDS; BOARD APPROVED 6/17/21	EDISON ELEMENTARY	010	$175.00
22001965	JAFFE, GLEN H	CONSULTANT AGREEMENT; HISTORY AND MUSIC LESSONS; MAA FUNDS; BOARD APPROVED 11/4/21	MUIR MIDDLE SCHOOL	010	$500.00
22001966	SKILLSUSA CALIFORNIA	MEMBERSHIP FEES; CTE-UNRESTRICTED FUNDS; BOARD APPROVED 6/3/21	BURBANK HIGH SCHOOL	010	$300.00
22001967	PROCARE THERAPY	PROFESSIONAL SERVICES; OCCUPATIONAL THERAPIST; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/4/21	SPECIAL EDUCATION	010	$36,480.00
22001968	BLUM, NANCY A	PROFESSIONAL SERVICES; IEP MEETING; SPECIAL EDUCATION FUNDS; BOARD APPROVED 3/19/20, 6/4/20 & 7/15/21	SPECIAL EDUCATION	010	$300.00
22001969	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ASB SUPPLIES; ACCOUNTS RECEIVABLE FUNDS	BURBANK HIGH SCHOOL	010	$159.92
22001970	SHAH, TRACY	REIMBURSEMENT TO CURRICULUM SPECIALIST FOR CLASSROOM SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$98.88
22001971	HOWARD, COREY	REIMBURSEMENT TO TITLE I COORDINATOR FOR FOOD FOR MEETINGS	MUIR MIDDLE SCHOOL	010	$362.99
22001972	BOX CARS AND ONE-EYED JACKS, INC	INSTRUCTIONAL SUPPLIES; TITLE III-LEP FUNDS	PROVIDENCIA ELEMENTARY	010	$661.38
22001973	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM FURNITURE; CAPITAL FACILITIES FUNDS	INDEPENDENT LEARNING ACADEMY (ILA)	250	$2,317.46
22001974	MOOS, STEVEN EDWARD	CONSULTANT AGREEMENT; HISTORY MUSIC LESSONS; MAA FUNDS; BOARD APPROVED 11/4/21	MUIR MIDDLE SCHOOL	010	$500.00
22001975	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	MILLER ELEMENTARY	010	$33.33
22001976	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$33.05
22001977	AMAZON CAPITAL SERVICES	AUDIO SUPPLY; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$24.26

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22001978	AMAZON CAPITAL SERVICES	BOOKS; TITLE III IMMIGRANT EDUCATION AND LEP FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,028.39
22001979	AMAZON CAPITAL SERVICES	BOOKS; TITLE III IMMIGRANT EDUCATION AND LEP FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,838.52
22001980	AMAZON CAPITAL SERVICES	PHYSICAL EDUCATION SUPPLIES	EMERSON ELEMENTARY	010	$265.38
22001981	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$98.18
22001982	RALUY-MARTINEZ, LISA	2021-22 BLANKET ORDER; REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$3,030.54
22001983	SOUTHWEST SCHOOL & OFFICE SUPPLY	CLASSROOM FURNITURE; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$502.74
22001984	RAPTOR TECHNOLOGIES LLC	OFFICE SUPPLIES	BURBANK HIGH SCHOOL	010	$441.00
22001985	WARD'S NATURAL SCIENCE	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$1,251.15
22001986	LEARNING.COM	SOFTWARE LICENSE; GIFT FUNDS; BOARD APPROVED 6/17/21	STEVENSON ELEMENTARY	010	$3,895.00
22001987	CURRICULUM ASSOCIATES INC	SOFTWARE LICENSE; ESSA CSI GRANT; BOARD APPROVED 6/17/21	MONTEREY HIGH SCHOOL	010	$9,000.00
22001988	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	DISNEY ELEMENTARY	010	$3,517.78
22001989	UME FEDERAL CREDIT UNION	SOFTWARE LICENSE; TITLE III IMMIGRANT EDUCATION FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$19.50
22001990	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$525.97
22001991	THERAPY SHOPPE INC	CLASSROOM SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$554.80
22001992	HEARD, WENDY	REIMBURSEMENT TO ADULT SCHOOL DIRECTOR FOR ADVERTISING AND CLASSROOM SUPPLIES; ADULT EDUCATION BLOCK GRANT & GENERAL APPORTIONMENT FUNDS	BURBANK ADULT SCHOOL	110	$757.38
22001993	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY EQUIPMENT; LEARNING RECOVERY SUPPORT FUNDS	SPECIAL EDUCATION	010	$879.45
22001994	UME FEDERAL CREDIT UNION	SOFTWARE SUBSCRIPTION; TITLE III IMMIGRANT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$24.95
22001995	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL SUPPLIES	MUIR MIDDLE SCHOOL	010	$636.83
22001996	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	EMERSON ELEMENTARY	010	$84.52
22001997	RAPTOR TECHNOLOGIES LLC	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$330.75
22001998	TOPALIAN, TALAR	REIMBURSEMENT TO CURRICULUM SPECIALIST FOR INSTRUCTIONAL SUPPLIES; ESSER II FUNDS	PROVIDENCIA ELEMENTARY	010	$91.49
22001999	DISCOUNT SCHOOL SUPPLY	CLASSROOM RUG; CHILD DEVELOPMENT FUNDS	EDISON ELEMENTARY	120	$419.34
22002000	SCHOOL SPECIALTY, INC	PLAYGROUND SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$190.42
22002001	SCHOOL SPECIALTY, INC	PHYSICAL EDUCATION SUPPLIES	EMERSON ELEMENTARY	010	$104.41

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22002002	FUN EXPRESS LLC	PHYSICAL EDUCATION SUPPLIES	EMERSON ELEMENTARY	010	$80.16
22002003	FUN EXPRESS LLC	OFFICE SUPPLIES; GIFT FUNDS	EMERSON ELEMENTARY	010	$226.81
22002004	ENCORP	PROFESSIONAL SERVICES; INDOOR AIR QUALITY INVESTIGATION @ WASHINGTON ES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$2,225.00
22002005	ELITE MODULAR LEASING AND SALES INC	LEASE EXTENSION OF RELOCATABLE CLASSROOMS @ DISNEY ES; PIGGYBACK SSPU #40-09/2016-17; CAPITAL FACILITIES FUNDS; BOARD APPROVED 11/18/21	FACILITIES SERVICES	250	$16,400.00
22002006	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES; AROUND THE BELL; CHILD DEVELOPMENT FUNDS	JEFFERSON ELEMENTARY	120	$70.01
22002007	DIAMOND, ERIN	REIMBURSEMENT TO TEACHER FOR BOOKS; ARTS FOR ALL FUNDS	WASHINGTON ELEMENTARY	010	$499.43
22002008	PERRY, TAMARA	2021-22 BLANKET ORDER; REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$100.00
22002009	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$43.32
22002010	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES; AROUND THE BELL PROGRAM; CHILD DEVELOPMENT FUNDS	STEVENSON ELEMENTARY	120	$27.55
22002011	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$208.74
22002012	AMAZON CAPITAL SERVICES	PPE SUPPLIES; ESSER FUNDS	PURCHASING SERVICES	010	$560.62
22002013	VAN KRIEKEN, LOREN	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$87.04
22002014	SCHOOL SPECIALTY, INC	AUDIO AND PLAYGROUND SUPPLIES	JEFFERSON ELEMENTARY	010	$1,068.48
22002015	VIRCO MFG CO.	CLASSROOM FURNITURE	MILLER ELEMENTARY	010	$1,897.98
22002016	PUMPIAN-MINDLIN, ILYA	REIMBURSEMENT TO OFFICE MANAGER FOR OFFICE SUPPLIES; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$26.45
22002017	NATIONAL ACADEMY FOUNDATION	2021-2022 NAF MEMBERSHIP FEES FOR BHS & JBHS; CTE FUNDS; BOARD APPROVED 6/3/21	VARIOUS SITES	010	$10,000.00
22002018	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,137.95
22002019	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,562.79
22002020	SCHOOL MATE	STUDENT PLANNERS	MONTEREY HIGH SCHOOL	010	$248.96
22002021	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$317.74
22002022	PERMA-BOUND A DIV OF HERTZBERG-NEW METHOD	BOOKS; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$3,070.02
22002023	JUNIOR LIBRARY GUILD	LIBRARY SUBSCRIPTIONS; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$527.11

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22002024	INDIEFLIX GROUP INC	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/17/21	LUTHER BURBANK MIDDLE SCHOOL	010	$6,760.00
22002025	NASCO WEST	ART SUPPLIES	EMERSON ELEMENTARY	010	$280.34
22002026	AMAZON CAPITAL SERVICES	PHYSICAL EDUCATION SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$146.92
22002027	BRAINPOP	SOFTWARE LICENSE; TITLE I FUNDS; BOARD APPROVED 6/17/21	LUTHER BURBANK MIDDLE SCHOOL	010	$2,762.50
22002028	INDIVIDUALIZED EDUCATIONAL PSYCHOLOGY INC	PROFESSIONAL SERVICES; INDEPENDENT EDUCATIONAL EVALUATION; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/4/21	SPECIAL EDUCATION	010	$5,500.00
22002029	RIVERSIDE INSIGHTS	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,423.98
22002030	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL SUPPLIES	BURBANK HIGH SCHOOL	010	$413.44
22002031	APEX LEARNING	SOFTWARE LICENSE; ADULT ED GENERAL APPORTIONMENT & BLOCK GRANT; BOARD APPROVED 6/17/21	BURBANK ADULT SCHOOL	110	$36,400.00
22002032	HEGGERTY PHONEMIC AWARENESS	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$189.18
22002033	GOPHER SPORT	PLAYGROUND EQUIPMENT; GIFT FUNDS	DISNEY ELEMENTARY	010	$566.77
22002034	MARENEM INC	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	PROVIDENCIA ELEMENTARY	010	$556.16
22002035	MAD SCIENCE OF LOS ANGELES	CONSULTANT AGREEMENT; SCIENCE ASSEMBLY; GIFT FUNDS; BOARD APPROVED 11/18/21	EMERSON ELEMENTARY	010	$1,300.00
22002036	CDW-G - COMPUTER DISCOUNT WHSE	INSTRUCTIONAL SUPPLY; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$489.95
22002037	GOPHER SPORT	PHYSICAL EDUCATION SUPPLIES	EMERSON ELEMENTARY	010	$74.37
22002038	UME FEDERAL CREDIT UNION	STUDENT AWARDS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$490.62
22002039	AMAZON CAPITAL SERVICES	ART SUPPLIES	EMERSON ELEMENTARY	010	$69.36
22002040	UME FEDERAL CREDIT UNION	SOFTWARE LICENSE; SPECIAL EDUCATION FUNDS; BOARD APPROVED 6/17/21	SPECIAL EDUCATION	010	$199.00
22002041	PROTOCOL AGENCY, INC.	PROFESSIONAL SERVICES; PSYCHOLOGIST; ALTERNATIVE DISPUTE RESOLUTIONS FUNDS; BOARD APPROVED 11/4/21	SPECIAL EDUCATION	010	$145,200.00
22002042	MINDFULNESS AND SOCIAL EMOTIONAL	VIRTUAL PARENT WORKSHOP; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$500.00
22002043	APPLE COMPUTER ED SALES	APPLE APP BUNDLE; PERKINS GRANT	BURBANK HIGH SCHOOL	010	$199.99
22002044	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLY	WASHINGTON ELEMENTARY	010	$10.68
22002045	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; K-12 STRONG WORKFORCE GRANT	JOHN BURROUGHS HIGH SCHOOL	010	$836.17
22002046	PRO-ED	TESTING MATERIALS	SPECIAL EDUCATION	010	$108.23

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22002047	FLAGHOUSE INC.	PHYSICAL EDUCATION SUPPLIES	PROVIDENCIA ELEMENTARY	010	$211.15
22002054	AMAZON CAPITAL SERVICES	ART SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$389.07
22002055	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	DISNEY ELEMENTARY	010	$9,232.61
22002056	HP INC	COMPUTER EQUIPMENT; TITLE I FUNDS	DISNEY ELEMENTARY	010	$1,141.19
22002057	ROBERTSON, RISA	REIMBURSEMENT TO OCCUPATIONAL THERAPIST FOR SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$200.00
22002058	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	STEVENSON ELEMENTARY	010	$250.69
22002059	PROFESSOR EGGHEAD SCIENCE ACADEMY	CONSULTANT AGREEMENT; SCIENCE ASSEMBLY; GIFT FUNDS; BOARD APPROVED 11/4/21	BRET HARTE ELEMENTARY	010	$575.00
22002060	360 DEGREE CUSTOMER INC	PROFESSIONAL SERVICES; CREDENTIALED TEACHER; SPECIAL EDUCATION FUNDS; BOARD APPROVED 10/7/21	SPECIAL EDUCATION	010	$96,120.00
22002061	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$1,010.90
22002062	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$19.83
22002063	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,990.28
22002064	AMAZON CAPITAL SERVICES	AUDIO SUPPLIES	EDISON ELEMENTARY	010	$23.12
22002065	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$108.88
22002066	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$100.50
22002067	UME FEDERAL CREDIT UNION	POSTAGE	WASHINGTON ELEMENTARY	010	$24.60
22002068	CRESTRON ELECTRONICS INC	EQUIPMENT REPAIR	TECHNOLOGY SERVICES	010	$333.00
22002069	URIBE, KRISTANNA QUIRIN	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	JEFFERSON ELEMENTARY	010	$64.55
22002070	HESS-WITUCKI, MAGGIE	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES; SPECIAL EDUCATION FUNDS	MAGNOLIA PARK	010	$39.40
22002071	SCHOOL SPECIALTY, INC	PHYSICAL EDUCATION SUPPLIES	BRET HARTE ELEMENTARY	010	$251.26
22002072	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE SUPPLIES	INSTRUCTIONAL SERVICES	010	$57.24
22002073	STOCKTON, STEPHANIE	REIMBURSEMENT TO FUNDRAISING COMMITTEE CHAIR FOR EVENT SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$78.67
22002074	MINASSIANS, ALEX	REIMBURSEMENT TO LIBRARIAN FOR STUDENT AWARDS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$169.66
22002075	RBLISS LLC	REIMBURSEMENT TO STEAM CONSULTANT FOR INSTRUCTIONAL SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$1,182.68

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22002076	PROCARE THERAPY	REFERRAL FEE; BOARD APPROVED 10/21/21	SPECIAL EDUCATION	010	$22,500.00
22002077	BURNHAM BENEFITS INSURANCE SERVICES	CONSULTANT AGREEMENT; ACA REPORTING	PERSONNEL SERVICES	010	$15,500.00
22002078	S.O.S. SURVIVAL PRODUCTS	EMERGENCY SUPPLIES	Student Services	010	$291.79
22002079	PERKINS SCHOOL FOR THE BLIND	PROFESSIONAL SERVICES; VOCATION AND ACADEMIC INDEPENDENT EDUCATIONAL EVALUATION; SPECIAL EDUCATION FUNDS; BOARD APROVED 10/21/21 & 11/18/21	SPECIAL EDUCATION	010	$2,678.00
22002080	PROTOCOL AGENCY, INC.	PROFESSIONAL SERVICES; LICENSED VOCATIONAL NURSE; SPECIAL EDUCATION FUNDS; BOARD APPROVED 11/18/21	SPECIAL EDUCATION	010	$67,112.50
22002081	ANDERSON, LUKE	CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND PROGRAM; TITLE I FUNDS; BOARD APPROVED 11/18/21	WASHINGTON ELEMENTARY	010	$2,750.00
22002082	SPECIAL EDUCATION PARENTS	CARRYOVER PO 21001227 FOR COMPENSATORY EDUCATIONAL SERVICES AND REIMBURSEMENT TO PARENTS FOR TRANSPORTATION PER IEP; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/16/20 & 10/7/21	SPECIAL EDUCATION	010	$2,967.30
22002083	MYERS, GUY	REIMBURSEMENT TO TEACHER FOR PERFORMANCE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$1,796.42
22002084	LEE, ROBERT	REIMBURSEMENT TO TEACHER FOR INSTRUCTIONAL SUPPLIES	MUIR MIDDLE SCHOOL	010	$160.25
22002085	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	TECHNOLOGY SERVICES	213	$9,360.23
22002086	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	DISNEY ELEMENTARY	010	$7,061.52
22002087	HP INC	COMPUTER EQUIPMENT; TITLE I FUNDS	DISNEY ELEMENTARY	010	$1,141.19
22002088	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$186.00
22002089	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$125.00
22002090	AMTECH ELEVATOR SERVICES	SERVICE CALL ON ELEVATOR AT EMERSON ELEMENTARY SCHOOL; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$350.00
22002091	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FEE FOR BHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$125.00
22002092	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$309.79
22002093	AMAZON CAPITAL SERVICES	INSTRUCTIONAL MATERIALS; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$1,486.18
22002094	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$43.99
22002095	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$29.01

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22002096	RUSSO, AMBER	REIMBURSEMENT TO PARENT FOR EVENT SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$487.02
22002097	DIAZ, CYNTHIA	REIMBURSEMENT TO SUBSTITUTE TEACHER FOR STUDENT REWARDS; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$81.51
22002098	HWANG, MOLLY	REIMBURSEMENT TO PRINCIPAL FOR STUDENT REWARDS; GIFT FUNDS	DISNEY ELEMENTARY	010	$115.93
22002099	ASMUSSEN, LIANN	REIMBURSEMENT TO TEACHER FOR MEETING SUPPLIES; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$115.54
22002100	SUNRISE TO SUNSET FOOD SERVICE INC	FOOD FOR STAFF; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$319.73
22002101	LAGUNA CLAY CO	ART SUPPLIES; ARTS FOR ALL FUNDS	MUIR MIDDLE SCHOOL	010	$318.06
22002102	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	INDEPENDENT LEARNING ACADEMY (ILA)	010	$88.42
22002103	DEPARTMENT OF INDUSTRIAL RELATIONS	ANNUAL CONVEYANCE PERMIT FEE FOR BHS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES SERVICES	010	$1,800.00
22002104	CDW-G - COMPUTER DISCOUNT WHSE	AUDIO VISUAL EQUIPMENT	BRET HARTE ELEMENTARY	010	$660.40
22002105	EDUCATION THROUGH MUSIC L.A.	CONSULTANT AGREEMENT; MUSIC INSTRUCTION; GIFT FUNDS; BOARD APPROVED 10/21/21	PROVIDENCIA ELEMENTARY	010	$17,453.94
22002106	ANDERSON, LUKE	CONSULTANT AGREEMENT; PEACEFUL PLAYGROUND PROGRAM; GIFT FUNDS; BOARD APPROVED 11/4/21	BRET HARTE ELEMENTARY	010	$3,000.00
22002107	DANIELSON EDUCATIONAL CONSULTING	CARRYOVER OF PO 21003598; PROFESSIONAL SERVICES; PROFESSIONAL DEVELOPMENT; GIFT FUNDS; BOARD APPROVED 5/20/21	SPECIAL EDUCATION	010	$2,400.00
22002108	SCANTRON CORPORATION	TESTING SUPPLIES	MUIR MIDDLE SCHOOL	010	$509.06
22002109	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JEFFERSON ELEMENTARY	010	$15.15
22002110	AMAZON CAPITAL SERVICES	PHYSICAL EDUCATION SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$42.96
22002111	AMAZON CAPITAL SERVICES	EMERGENCY SUPPLIES	COMMUNITY DAY SCHOOL	010	$37.36
22002112	FIRST STUDENT, INC	STUDENT TRANSPORTATION; FIELD TRIP; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$544.48
22002113	SCHOOL ZONE TRANSPORTATION, INC	STUDENT TRANSPORTATION; FIELD TRIP; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$1,350.00
22002114	SCHOOL OUTFITTERS	PLAYGROUND EQUIPMENT; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$275.41
22002115	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$188.98
22002116	KELLY, BREANNA RACHEL	CONSULTANT AGREEMENT; RHYTHM INSTRUCTION; GIFT FUNDS; BOARD APPROVED 10/7/21	EDISON ELEMENTARY	010	$900.00
22002117	J GURSEY COFFEE INC	FOOD FOR STAFF; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$575.00
22002118	AMAZON CAPITAL SERVICES	TESTING SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$678.17

BOARD DETAIL REPORT

Printed between 11/16/2021 & 12/06/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
22002119	AMAZON CAPITAL SERVICES	ART SUPPLIES	EDISON ELEMENTARY	010	$16.33
22002120	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$43.77
22002121	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	BRET HARTE ELEMENTARY	010	$69.42
22002122	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$266.31
22002123	HUIZAR, ELLEN	REIMBURSEMENT TO COUNSELOR FOR FOOD FOR WORKSHOP; MAA FUNDS	MUIR MIDDLE SCHOOL	010	$44.57
22002124	THE IMAGINATION MACHINE INC	CONSULTANT AGREEMENT; WRITING ASSEMBLIES; GIFT FUNDS; BOARD APPROVED 11/18/21	ROOSEVELT ELEMENTARY	010	$1,655.00
		PO Count:	**237**	**Total:**	**$4,338,521.40**

Printed between 11/16/2021 & 12/06/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	216	$3,659,534.55
110	Adult Education Fund	6	$38,385.26
120	Child Development Fund	8	$16,690.15
130	Cafeteria Fund	1	$55,000.00
213	Building Fund - 3rd Issuance	2	$353,928.98
250	Capital Facilities Fund	3	$20,732.46
400	Special Res./for Cap. Outlay	1	$194,250.00
		Total:	**$4,338,521.40**

1/20/2022

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	
7122554	7122559		20336244	20336282	
7127617	7127755		20337409	20337426	
7122982	7123110		20338874	20338902	
7125646	7125648		20339857	20339893	
7129684	7129686		20341085	20341086	
7130782	7130869		20342444	20342496	
1006748	1007373		20343350	20343379	
1022560	1022566		20344240	20344260	
1033619	1034315		202111150042604	202111290044072	

11/16/21 - 11/30/21	**$ 7,087,177.56**	**10/28/21 - 11/15/21**	**$ 2,200,661.18**

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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	January 20, 2022
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 and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the Consultant assignment requires unsupervised contact with 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:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the instructional consultant services for the purpose of on-site student learning support and staff development, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: January 20, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Emerson Elementary	RS Confidence Wellness Cultural & Performing Arts Academy	"3-IN-1 Dance Workshop" (Encompasses DEI, Art and PE Supplement)	Weeks of: 2/7/2022 3/7/2022 3/14/2022	$6,300	01.0-90201.0-17011-10000-5810-2038700
Bret Harte Elementary	Alba Johanna Schofield	Art Education for K-3rd	1/24/2022–3/31/2022	$4,000	01.0-90201.0-11100-10000-5810-2058200
Dolores Huerta Middle School	Karen Johnson	After School Arts Enrichment Class	1/21/2022–5/27/2022	$3,000	01.0-90904.0-17000-41000-5810-3218000
Roosevelt Elementary	ACA Lion Dance	Provide two Chinese Lion dance assemblies in celebration of Chinese New Year for our TK-5th grade students	1/21/2022	$750	01.0-90201.0-11100-10000-5810-2148200
Instructional Services	AME Consulting, LLC/Jack Mitchel	Consultant Services AME CTSO	1/21/2022–6/30/2022	$6,200	01.0-90711.0-11100-10000-5810-7428000
Edison Elementary and Disney Elementary	Robyn Kreisberg	Virtual music classes for students in grades TK-5	1/21/2022	$1,600	01.0-90201.0-17000-10000-5810-2018200 (Disney) 01.0-90201.0-11100-10000-5810-2028200 (Edison)
Washington Elementary	Garri Dance	6 weeks of dance instruction with emphasis on the CA State Dance/VAPA Standards	1/25/2022–3/18/2022	$4,500	01.0-90201.0-11100-10000-5810-2168200
McKinley Elementary	Garri Dance	Dance instruction for Transitional Kindergarten-Fifth Grade	1/24/2022–3/18/2022	$6,750	01.0-90201.0-17000-10000-5810-2098700
McKinley Elementary	High Trails	Virtual Outdoor Science school for 5 grade	1/31/2022–2/4/2022	$2,000	01.0-90201.0-11100-10000-5810-2098000
Washington Elementary	APEX Fun Run Franchise	Students will receive 7 days of virtual character-building lessons and participate in a virtual Fun Run.	1/21/2022–1/28/2022	$0	N/A

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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 1 of December, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and RS Confidence Performing Arts Adademy hereinafter referred to as "Consultant."

Payee's Name RS Confidence Academy Daytime Phone Number 818-617-9444

Email Address rsconfidenceacademy@gmail.com

Mailing Address 517 N. Glenoaks Blvd., Glendale, CA 91502

Sponsoring Administrator Miriam Wazirkaloyan

Board Approval Date January 20, 2022

Account String 010-90201-0-17011-10000-5810-203-8700

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 $ 6,300 per hour☐/ per day ☐/ per session☒ for a total not to exceed $6,300.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 2/7/22 and terminating on 3/14/22.
3. Payment Terms: Payment in full
4. Consultant will provide the following services:

   Consultant will provide instructional dance workshops.

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.

BUSD Authorized Signature/Title	Date	Trina Robinson Consultant RS Confidence Performing Arts Adad	12/1/2021 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

RS Confidence Performing Arts Academy is a registered 501(c)3 public charity. Director, Trina Robinson, and her company performed at Emerson Elementary at one of our multicultural celebrations in 2019 and received an award of recognition from Superintendent Hill and the School Board, Senator Portantino, and Assemblymember Friedman. Trina is cleared to work through Burbank Parks and Rec, is insured in Burbank, and has worked with Burbank High virtually during the pandemic.

Trina studied performing arts and theater at Point Park University in Pittsburgh, PA where she received her Bachelors of Performing Arts Degree with concentrations in dance choreography, dance history, kinesiology, and anatomy. Trina went on to study at the Alvin Ailey Dance Theater School in New York City. Trina has performed on and off broadway.

RS Confidence Performing Arts Academy will provide classes teaching a variety of dance style throughout the African Diaspora, Afro-Caribbean,West African Dance and Black Dance in America this program will provide, physical, mental, and spiritual wellness arts program combining Afro-Beats, Afro-House, Traditional African Dance, Dance Hall, Dunham Technique, Reggae, Salsa, Samba, and Soca , Jazz Hip-Hop dance moves and music.
This program helps students build self confidence, mental wellness, unity, community and a strong appreciation for culture and diversity, we will provide music and dance from around the world.

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 30th of November, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Alba Johanna Schofield hereinafter referred to as "Consultant."

Payee's Name Alba Johanna Schofield Daytime Phone Number (818) 726-1157

Email Address johanna.schofield@gmail.com

Mailing Address 1451 N. Kenwood St., Burbank, California 91505

Sponsoring Administrator Martha Walter

Board Approval Date January 20, 2022

Account String 010 90201 0 11100 10000 5810 205 8200

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 $ 4,000 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 January 24, 2022 and terminating on March 31, 2022 .
3. Payment Terms: Payment should be paid as the conclusion of the Art Rotation Session, by and no later than March 31, 2022.
4. Consultant will provide the following services:

   Art lessons for Bret Harte Elementary. The Lessons are for sixteen (16) Kinder through 3rd grade classrooms , including three (3) LEAP classrooms.
   Each class consists of thirty (30) minutes, over the span of 4 weeks. A total of 76 lessons will be taught.
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.

BUSD Authorized Signature/Title	Date	Consultant	Alba Johanna Schofield	11/30/21 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and

Alba Johanna Schofield

1451 N. Kenwood St.
Burbank, Ca 91505

T 818.726.1157

Johanna.Schofield@gmail.com

Profile

An innovate, self-taught art teacher with a 20 year of tenure of working with elementary school children in various capacities. Created a dynamic curriculum focused on independent thinking, self expression and creation, in line with state VAPA teaching standards. Constantly encouraging and expanding the ideas of what constitutes art with a focus on diversity, equity and inclusion, exposing children to art from artists who are diverse in background.

Experience

Art Instructor, Volunteer, Bret Harte Elementary – 2021 - Present
In an effort to provide a cultural education through art, I volunteered to teach several art lessons for K- 3rd grade to speak and teach how to make Dia de los Muretos and traditional Mexican Folk Art. Each lesson was tailored to the grade level, the collective classes ability and with input from the Teacher, on the choice of the art project.

Girl Scout Leader, Volunteer, Burbank Council – 2017 - Present
I have lead a troop of 16 girls for several years. In that time, I have conceptualized implemented and taught elementary school children art projects that vary in complexity and disciplines. The originality of the projects, that I shared with other troops, earned me an award for my creativity and ability to teach them virtual during the pandemic.

Roller Derby Summer Camp, Burbank Park and Recreation - 2021
Created and taught an art lesson on Yayoi Kusama, a Japanese multi-media modern artist. In an hour, the elementary and middle school children learned about her life, by reading them a book, seeing her most renowned works of art, through a slide show, and re created a piece of their own sculpture and painting in the her unique style.

Art Instructor Volunteer, March of Dimes/Children's Hospital Los Angeles – 2012 - 2014
Held a craft hour once a month in the parent lounge of the NICCU. Crafts varied based on the season and months. I would donate items myself or find sponsors to cover the costs. The service served as an opportunity to allow the parents to connect among themselves and allowed me to provide parent to parent counseling, with training I received from the March of Dimes.

Education and Certifications

Cal State University, Northridge, B.A. Sociology - 2006
Pasadena City College, ABA Paralegal Certificate Program - 2014
March of Dimes, parent to Parent Counseling Certificate - 2012
First Aid, CPR and Wilderness First Aid and Safety - 2020

Skills

Ability to create and teach relevant and diverse art content on a small budget. Values relationships with Staff and Administration. Have an established presence and relationships with many of the Bret Harte student body, though volunteering in different capacities for the past 4 years.

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 9 of December, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Karen Johnson hereinafter referred to as "Consultant."

Payee's Name Karen Johnson Daytime Phone Number (310) 985-4035

Email Address kcjohnson@rocketmail.com

Mailing Address 1835 N Screenland Drive, Burbank, CA 91505

Sponsoring Administrator Jennifer Meglemre

Board Approval Date January 20, 2022

Account String 010 - 90904.0 - 17000 - 41000 - 5810 - 321 - 8000

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 $ 3000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 21, 2022 and terminating on May 27, 2022.
3. Payment Terms: Upon Invoice
4. Consultant will provide the following services:

   Mrs. Johnson will teach our after school arts enrichment class.

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.

_____ _____ 12-9-2021

BUSD Authorized Signature/Title Date Consultant Karen Johnson Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

K.C. Johnson

1835 N. Screenland Drive, Burbank, CA 91505
kcjohnson@rocketmail.com
310.985.4035

EXPERIENCE

The Simpsons, Fox TV Animation — *Retake Director*

AUGUST 2007 - PRESENT

Direct creative animation changes from final script rewrite before air. Generate and approve new storyboards, layout, animation, timing, design, and color (all facets of TV animation production) while directing a crew within tight deadlines and quick turnaround times.

Animation Guild, Local 839 IATSE — *President*

NOVEMBER 2017 - DECEMBER 2019

Led an entertainment industry labor union with over 5,000 active members. Chaired all Executive Board and General Membership Meetings, created a new dynamic committee structure, negotiated a new contract with the AMPTP, wrote monthly and quarterly articles for publication.

The Simpsons Movie, Fox TV Animation — *Story Reel Artist*

DECEMBER 2006 - JULY 2007

Storyboard script changes as directed by the President of Gracie Films under a fast-paced, dynamic timeline.

Animation Guild, Local 839 IATSE — *Executive Board*

DECEMBER 2007 - PRESENT

Directed the affairs of an established and growing entertainment labor union as a member of the 16-person governing board. Positions included Member-at-Large, Trustee, Sgt-at-Arms, Delegate, and Vice-President.

EDUCATION

Rhode Island School of Design — *BFA, Illustration 1998*

University of Delaware — *BSBA, Business Administration 1995*

YOUTH LEADERSHIP & TEACHING EXPERIENCE

Frost Valley YMCA

College of the Canyons

Hugh O'Brian Youth Leadership (HOBY)

SKILLS

2D Drawn Animation

Toon Boom Harmony

Toon Boom Storyboard Pro

Adobe Creative Suite

Painting

Jewelry Making

Crafting

Figure Drawing

Teaching

Public Speaking

ADDITIONAL CREDITS

Summer Camp Island
Timer

Adventure Time
Timer

Sanjay & Craig
Timer

The Simpsons
Character Layout Artist

Disney's Teacher's Pet
Storyboard Artist

The Oblongs
Storyboard Artist

Daria
Storyboard Revision Artist

Sammy
Storyboard Artist

Daria
Character Layout Artist

BURBANK UNIFIED SCHOOL DISTRICT

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AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 13 of December, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and ACA Lion Dance (I-Hsin Tseng) hereinafter referred to as "Consultant."

Payee's Name ACA Lion Dance Daytime Phone Number 424-216-9980

Email Address acaliondance@gmail.com

Mailing Address 747 Gayley Ave. #406; Los Angeles, CA 90024

Sponsoring Administrator Matthew Osmond

Board Approval Date January 20, 2022

Account String 01.0-90201.0-11100-10000-5810-2148200

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

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

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 375.00 per hour☐/ per day ☐/ per session■ for a total not to exceed $ 750.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 21, 2022 and terminating on January 21, 2022.
3. Payment Terms: Upon completion of final performance
4. Consultant will provide the following services:

   two Chinese lion dance assemblies in celebration of the Chinese New Year for our TK - 5th grade students. Assembly times are 8:45 a.m. and 10:15 a.m. Assemblies are provided by the UCLA Chinese Lion Dance Team

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.

BUSD Authorized Signature/Title Date

Consultant ACA Lion Dance (I-Hsin Tseng) 12/13/2 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

Fwd: Roosevelt Elementary Burbank Assembly Inquiry

Kristin Gauvin <kgsn@aol.com>
Sun 12/12/2021 7:53 PM

To: Amy Goulet <AmyGoulet@burbankusd.org>; Matthew Osmond <MatthewOsmond@burbankusd.org>; ACA Lion Dance <acaliondance@gmail.com>

1 attachments (482 KB)
Invoice_12122 Roosevelt.pdf;

Caution! This message was sent from outside of Burbank Unified School District.

Hi Amy see below. Can we process this before the next board meeting? Thanks! Event is Jan 21

Kristin Neithercut
Compass - Estates Director
508.826.7127
Kgsn@aol.com

Begin forwarded message:

From: ACA Lion Dance <acaliondance@gmail.com>
Date: December 12, 2021 at 4:54:34 PM PST
To: Kristin Gauvin <kgsn@aol.com>
Subject: Re: Roosevelt Elementary Burbank Assembly Inquiry

Hi Kristin,

Thank you for the prompt response. I've attached the invoice to this email.

Here is the requested information:
Contact Name : I-Hsin Tseng
Contact Address: 747 Gayley Ave Apt 406 Los Angeles CA 90024
Contact Telephone Number: (424) 216-9980
Contact Email Address: acaliondance@gmail.com

Date of Assembly: Friday, January 21st
Time(s) of Assembly: 8:45am & 10:15am

Who to make check(s) payable to: I-Hsin Tseng (see invoice & W9)

A resume or information pulled from website:

> We are a Chinese lion dance team at the University of California, Los Angeles (UCLA) affiliated with the Association of Chinese Americans (ACA) student organization. Founded in 2001 originally as an aspect for ACA's Chinese American Culture Night

(CACN), the continued growth of the team allows us to entertain and perform at many locales and celebrations in the Los Angeles area.

In addition to collegiate performances such as UCLA's Chinese American Culture Night and southern California's Chinese Heritage Festival, we perform at various venues and events, ranging from Lunar New Year celebrations, weddings, grand openings, blessings, parades, cultural celebrations, and birthday parties! If you're interested, please email us at acaliondance@gmail.com for a quote, or use the form on our contact page. Please feel free to have a look around and follow us on social media!

You should receive my W9 form in a few minutes. Please look out for an email from tsengyi1014@ucla.edu with the subject line "1/21/22 Roosevelt Lion Dance W9".

Thanks so much for your patience,
I-Hsin

On Sun, Dec 12, 2021 at 4:37 PM Kristin Gauvin < kgsn@aol.com> wrote:

Send all to me please. That's all info needed

Roosevelt elementary/ Burbank unified school district

Kristin Neithercut
Compass - Estates Director
508.826.7127
Kgsn@aol.com

> On Dec 12, 2021, at 3:52 PM, ACA Lion Dance < acaliondance@gmail.com> wrote:
>
> Hi Kristin,
>
> Yes, I'm working on the paperwork right now! We'll have everything for you shortly.
>
> I'll be sending the W9 from my personal email account (tsengyi1014@ucla.edu) as a security precaution.
>
> A few additional questions:
>
> - **Is there anyone I need to CC for the invoice, W9, etc?**
> - **Who/what organization and address should the bill be made out to?**
> - **Is the following all the information you need?**
>
> Contact Name
> Contact Address
> Contact Telephone Number

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 20 of January, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and AME Consultants, LLC/ Jack Mitchell hereinafter referred to as "Consultant."

Payee's Name AME Consultants, LLC/ Jack Mitchel Daytime Phone Number 310-210-2014

Email Address Xsmitchel@gmail.com

Mailing Address 3827 Hillgrove Way, Carmichael, CA 95608

Sponsoring Administrator Sharon Cuseo, Assistant Superintendent Instructional Services

Board Approval Date January 20, 2022

Account String 010-907110.0-11100-10000-5810-7428000

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 $ 6200 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 21, 2022 and terminating on June 30, 2022.
3. Payment Terms: $3200 paid January 21, 2022; $3200 paid June 30, 2022
4. Consultant will provide the following services: AME Consulting, LLC will provide monthly consulting services Media, and Entertainment Career Technical Student Organization (AME CTSO). Mr. Mitchell will support Project Director Peggy Flynn and sub-contractor Community Works in achieving tasks and deliverables outlined in the CDE AME CTSO Contract #CN210231.
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.

BUSD Authorized Signature/Title Asst. Sup't. Date

Consultant 12-7-2021 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Jack Mitchell
Arts, Media and Entertainment Consultant
AME Consulting, LLC

Jack Mitchell has been involved in Arts, Media and Entertainment and Education for the past 38 years. After earning a B.A. from the University of Washington in 1972, Jack continued his theater studies at California Institute of the Arts earning an MFA in Theater in 1974. Jack worked in the television industry as an actor for the next 12 years appearing in over 40 productions in both guest star and recurring roles. He began his teaching career at Manual Arts High School where he taught Theater, Stagecraft, and was the Drop-out Prevention Counselor. In 1996 Jack moved to University High in Los Angeles where he was instrumental in creating one of LAUSD's first Performing Arts *Departments,* founding the cross-curricular ***Bilingual Theater Program***, and directing 35 productions in both English and Spanish.

In July of 2007 Jack moved to the California Department of Education as the Arts, Media, and Entertainment Consultant where he worked to support programs which prepare students for jobs the rapidly growing Arts, Media, and Entertainment industry sector. His work at the CDE has helped expand access and student enrollment in AME programs from 22,000 in 2008 to over 231,000 in 2019. He has worked to develop programs around the state supporting high quality training for students interested in careers in the Arts. Jack was a member of the National Core Arts Standards writing team for Theatre. He led the 2013 revision of the CTE Model Curriculum Standards for the AME sector, which integrate the VAPA Standards into areas of Career Technical Education. Jack is currently working to establish a professional teacher organization for the states 1,500+ Arts, media, and Entertainment teachers. Among his priorities are strengthening access to professional entertainment opportunities for under-represented populations, engaging diverse industry professionals in AME education, and supporting educators and creative industry to strengthen the "school to work"pipeline for emerging professionals.

Jack believes in the Arts not only as an artistic pursuit and means of personal development but also as a powerful tool to affect deep, rich learning across curricular content, especially among educationally "at-risk" populations. He is excited to continue his career in Sacramento supporting and developing Programs and opportunities between LEAs and the creative industries.

Stagecraft	Film and T.V. Wkshp.	Shakespeare in Perform.
Creative Writing	English 9 AB	Musical Theat. Workshp.
English 10 AB	Expository Composition	

SB65 Outreach Consultant, CDE **1993 - 1996**
(At-Risk Youth Drop-Out Prevention)

Manual Arts High School, Los Angeles **1985 - 1993**

- Courses Taught:

English 9AB	Contemp. Comp.	Drama AB
English lOAB	Expos.Comp.	Play Production
ESL 3 Language	Mass Media	

PROFESSIONAL ORGANIZATIONS:

United States Institute for Theatre Technology (USITT)	2007- present
CCESA Curriculum Steering Committee	2007- present
California Alliance for Arts Education	2007- present
Drama Teachers Association of Southern California	1996- present
California Educational Theater Association	2000- present
Los Angeles Roundtable for Children	1993-1996
Assoc. for Supervision and Curriculum Development	1994 -present
School Leadership	1994 -1996
National Council of Teachers of English	1987 - present

ACCOMPLISHMENTS

LAUSD "Beyond the Bell" Grant Recipient	2002- 2003
Disney Creative Classrooms Grant Recipient	2001
Founder & Director "Bilingual Theater Project" University High School	2001- 2007
Departmentalized Performing Arts Disciplines	Established 2000
Chairperson Performing Arts Department University High School	2000-2003
California Networks Project Grant, *CDE*	Awarded- 1995
New Clinics Initiative Grant, *LAUSD*	Funded- 1995
WASC Accreditation Writing Team, *WASC*	6 year accred.- 1995
Calif. Distinguished Schools Writing Team, *CDE*	Stage 1 Approval
Specialized Secondary Programs Proposal, *CDE*	Stage 1 Approval
Title I PIAP Ancillary Grant, *CDE*	Funded-1995
Gender Equity Grant (teen parent), *CDE thru LAUSD*	1995 & 1996
SB 1882 Staff Development Coordinator, *CDE thru LAUSD*	1994

SPECIAL RECOGNITION:

Disney Teacher Award Nominee	1999 & 2001
California Educational Theatre Association (CETA)	
Outstanding Theatre Administrator 2019	

Acting and Directing work attached

Acting and Directing Resume

Directing

University High School, Los Angeles, Ca

The Rememberer	Summer 2007
Anything Goes	Spring 2007
Eletricidad	Spring 2007
Beauty and the Beast	Winter 2007
Rumors/ Rumores(bilingual production)	Spring 2006
Flower Drum Song	Winter 2006
Macbeth	Fall 20005
Les Miserables	Spring 2005
Lady of the Dawn/La Dama del Alba*	Winter 2005
South Pacific	Winter 2005
Noises Off	Fall 2004
As You Like It*	Spring 2004
The Sound of Music	Spring 2004
The House of Bernarda Alba (bilingual)*	Winter 2004
Cabaret	Fall 2003
Criminal Hearts*	Spring 2003
Oliver	Spring 2003
Blood Wedding (bilingual)*	Winter 2003
A Tale of Two Cities	Fall 2002
Summon Me Awake/Yo Despierta (bilingual)*	Spring 2002
The King and I	Spring 2002
Dark of the Moon	Fall 2001
Into the Woods(musical)	Spring 2001
Romeo and Juliet	Winter 2001
Antigone*	Fall 2000
West Side Story(musical)	Spring 2000
Bang, Bang You're Dead	Spring 2000
Christmas is Coming Up Town(musical)	Holiday 1999
The Taming of the Shrew	Fall 1999
Once on This Island(musical)	Summer 1999
Zoot Suit*	Spring 1999
Guys and Dolls(musical)	Spring 1999
Inspecting Carol	Holiday 1998
The Crucible	Fall 1998
A Funny Thing Happened...Forum(musical)	Spring 1998
A Midsummer Night's Dream	Fall 1997
The Mystery of Edwin Drood(musical)	Spring 1997
The Glass Menagerie	Spring 1997
Inherit the Wind	Fall 1996

Manual Arts High School, Los Angeles, CA

A Raisin in the Sun	Fall 1990
Little Shop of Horrors(musical)	Fall 1988
Raisin (musical)	Spring 1988
The Crucible	Fall 1987
Purlie(musical)	Spring 1987
Twelve Angry Men	Fall 1986

* Indicates shows on which I was the Supervising Director. These were fully mounted productions directed by either an advanced student or visiting professional directors. Bilingual Productions were presented in both English and Spanish on alternating nights or weekends.

Acting-Film and Television

Series	Role	Producer	
Hill Street Blues (8 episodes)	Dewy Hingle	MTM Studios	1981
Paris (13 episodes)	Charlie Bogart	MTM Studios	1980
The Magician	Rich Dill	Universal Studios	1979
The Hardy Boys	Al Joseph	Universal Studios	1978
The Incredible Hulk	Jerry	Universal Studios	1977
Once An Eagle	Pvt. Riker	Universal Studios	1976
Richie Brockelman, Private Eye	Earl	Universal Studios	1976
Delvecchio (2 episodes)	Jocko	Universal Studios	1976
BaaBaa Black Sheep	Lt. Boyle	Universal Studios	1976

Stage

House of Blue Leaves	Seattle Repertory Theater	1972
Moon Children	ACT, Seattle	1972
Summer Season (3 productions)	ACT Children's Theater	1973
Muzeeka	Kirkland Theater (Summer)	1973

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 20th of January, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Robyn Kreisberg hereinafter referred to as "Consultant."

Payee's Name Robyn Kreisberg Daytime Phone Number 818-567-0900

Email Address bystander@pacbell.net

Mailing Address 321 N. Beachwood Drive, Burbank, California, 91506

Sponsoring Administrator Molly Hwang (Disney) and Laura Flossi (Edison)

Board Approval Date January 20, 2022

Account String 01.0-90201.0-17000-10000-5810-2018200 (Disney) and 01.0-90201.0-11100-10000-5810-2028200 (Edison)

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 $ 1,600.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 21, 2022 and terminating on May 27, 2022.
3. Payment Terms: Payment Paid in Full in May of 2022
4. Consultant will provide the following services:

   To provide music classes to the students of Edison and Disney Elementary School for grades TK-5. The lesson will be in video format to project in the room or be assigned in the students' Google Classrooms.
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.

BUSD Authorized Signature/Title Date

Robyn Kreisberg 1-3-22

Consultant Robyn Kreisberg Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

Robyn Kreisberg
321 N. Beachwood Dr.
Burbank, CA 91506
Home 818-567-0900
Cell 818-427-7390
Fax 818-567-0900
E-mail bystander@pacbell.net

Objective:

Music instruction for elementary level education

Experience and skills:

Played cello in orchestra throughout Junior High & Senior High
Sang in choirs and accompanied choir on piano
Piano accompanist for local musical theater ensembles
Music counselor at local camps in Stamford, CT
Piano lessons from age 7 – 22 with various instructors
Music counselor at The Braille Institute Youth Center Los Angeles 1975 – 1977

Certified Yamaha Music School teacher 1978 – 1986 for children ages 3 – 10 in Century City, CA with director Anne Pittel 310-826-0405

Private piano and guitar teacher 1988 – present

Attended the Lehman Engel/BMI Musical Theater Workshop at the L.A. Music Center 1993- 1995

Composer for the family musical "Big Tush, Little Tush" produced by the Groundlings and The Secret Rose Theater and various productions nationwide 1991 - present

Volunteer Music Coordinator for PTA functions, talent shows and school programs at Walt Disney Elementary 1991- 1998

Musical Director and music teacher at Temple Beth Emet, Burbank, CA 1998 – present with Rabbi Mark Sobel 818-843-4787

Music teacher at the following schools in Burbank, CA:

Walt Disney Elementary 1998 – present
Bret Harte Elementary 2006 – present
Edson Elementary 2000 – present

Duties include part time instruction 1 – 2 days per week 7 – 8 hours per week in half-hour slots, grades K – 4 using piano, guitar and various instruments to give general music education and appreciation, ear training, singing, musical terms, symbol recognition and music history. I teach tonette to 3rd graders, recorder to 4th graders and choir to 5th graders. Students participate at Thanksgiving, Winter Holiday programs, Special Curriculum programs and Promotions.

Education:

State University of New York at Potsdam. Music major.
Hunter College of New York. Music major.
CSUN – BA degree in music (piano) 1976

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 Garri Dance Studios hereinafter referred to as "Consultant."

Payee's Name: Garri Dance Studio — Daytime Phone Number

Mailing Address: 3715 W. Magnolia Boulevard, Burbank CA 91504 — (818) 846-4390

Sponsoring Administrator: Brandi Young, Principal

Board Approval: January 20, 2022

Account Code: 010-90201-0-11100-10000-5810-216-8200

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $4,500
2. Amount to include speaking fee and mileage. N/A
3. The term of the Agreement shall be the period commencing on: 1/25/22 and terminating on 3/18/22.
4. Consultant will provide the following services:

   Dance instruction (6 weeks: 30-50 minutes per grade level, depending on the grade level. This dance instruction is for the entire student body (Pre-K to 5th) grade, including all SPED students and follows the California State Dance/VAPA Standards. A final production will be given to the Washington community, during Spring Dance on March 18, 2022.

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.

Fiscal Services Administrator — Date

Megan Baade 12/13/21
Consultant — Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10

GarriDanceStudio

3715 W. MAGNOLIA BLVD. BURBANK, CA 91505
818.846.4390

*Call to schedule your FREE trial lesson today 818-84(
439(*

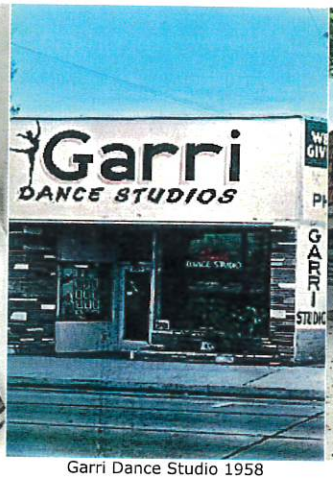
Menu
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Dance Camps
Recital
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Tuition
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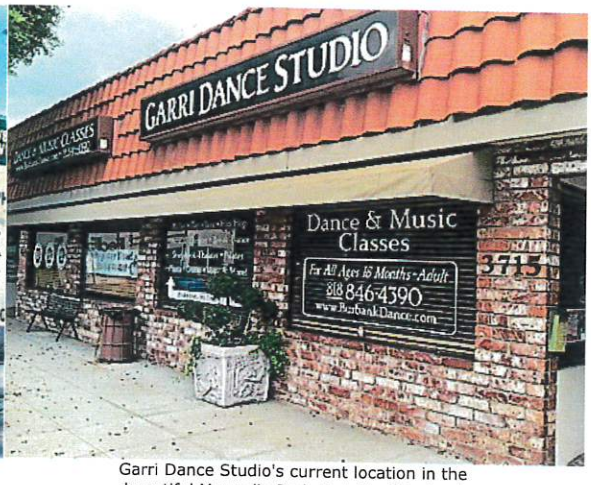
History



Jean Hartman & Peg E. Garri



Garri Dance Studio 1958



Garri Dance Studio's current location in the beautiful Magnolia Park District of Burbank

Garri Dance Studio, located in Burbank, California, was founded in 1958 by Peg Garri. Peg was a talented, wellrounded dancer working for many years as an MGM Stock Dancer alongside popular entertainers such as Shirley Temple and Donald O'connor. Miss Peggy left the performance world to pursue another dream; to open a dance studio with the intention of serving her community while allowing herself more time to spend with her family.

Garri Dance Studio's current artistic director, Megan Baade, is no newcomer to Garri Dance Studio. GDS has remained a second home for Megan since her first dance lesson at the age of three. After dancing at Garri Dance Studio for 15 years, under the instruction of various teachers including GDS founder, Peg Garri, Megan began teaching at several studios throughout the Los Angeles area, including Garri Dance Studio. Megan has performed in local, national, and international venues including her most recent MWR Tour throughout several Military Bases in Eastern Europe in 20022003. In 2004, Megan enthusiastically took the reins from the founder's daughter, Marybeth Costanzo, and immediately began pouring new energy and ideas into this already popular and loved Burbank Dance Studio. In 2007, 2011, 2012, 2014, 2015 & 2016 Megan Baade was honored to receive the Burbank Leader Reader's Choice award for "Best Dance Instructor". Garri Dance Studio has also been voted "Best Dance Studio" under Megan's direction for ten consecutive years in 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015 & 2016.

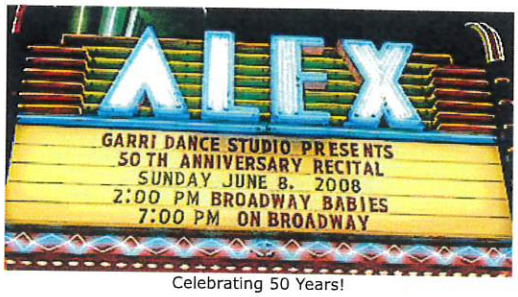
In September 2007, Garri Dance Studio moved into a new home conveniently located in Burbank, California in the heart of the beautiful Magnolia Park District. Megan thoughtfully designed and renovated the new studio facility to better suit the needs of her growing dance studio family. The new studio location offers three beautiful dance rooms with sprung wood dance floors, exposed brick, natural light, high beam ceilings and ample parking in the rear of the building. Parents and guests wait for their dancers in the studio lobby while viewing classes in progress on a closed circuit television system. Megan also implemented many new programs that run simultaneously providing many convenient options welcomed by studio families. Newly added programs include music, theatre, spring, summer and winter camps and specialty workshops for students of all ages and levels. A private music studio is located on site for one on one music instruction in piano, voice, guitar and more.

An exciting annual dance recital is just one of the many great events put on by Garri Dance Studio each year and is attended by studio families as well as local community members and Garri Dance Alumni. Over the last several years, Garri Dance Studio has worked closely partnering with Burbank Unified School District and surrounding schools to provide California Standards Based Dance Residencies and exciting after school programs for young students.

Garri Dance Studio truly has something for everyone! Peg Garri, Marybeth Costanzo, and Megan Baade have shared one common goal... to instill the love of dance within their students and to surround them in a positive environment where they can express themselves creatively and artistically. Garri Dance Studio's dynamic teaching staff is working hard to provide each and every student with all the necessary tools to enjoy dance and music for a lifetime!



Megan Baade (Director of Garri Dance Studio) & Marybeth Costanzo (Daughter of studio founder, Peg Garri)



Celebrating 50 Years!

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Home | Contact

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 24 of January 2022 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Garri Dance Studio hereinafter referred to as "Consultant."

Payee's Name: **Garri Dance Studio** Daytime Phone Number **818-636-5014**

Mailing Address: **3715 W. Magnolia Blvd. Burbank, CA 91505**

Sponsoring Administrator: **Liz Costella**

Board Approval: **January 20, 2022**

Account Code: 010-90201.0-11100-10000-5810-2098700

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 $ $6,750.00
2. Amount to include speaking fee and mileage.
3. The term of the Agreement shall be the period commencing on: 1/24/22 and terminating on 3/18/22.
4. Payment Terms:

Dance instruction for all students in TK-5th grade for 6 weeks culminating in a virtual spring dance.

5. Consultant will provide the following services:
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.

		Megan Baade	1/6/22
Fiscal Services Administrator	Date	Consultant	Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.
Revised 08/10

Garri Dance Studio - Bio

Garri Dance Studio, located in Burbank, was founded in 1958 by Peg Garri. Peg was a talented, well-rounded dancer who worked as an MGM Stock Dancer alongside popular entertainers such as Shirley Temple and Donald O'Connor. Now in their seventh decade, Garri Dance Studio has provided opportunities for students of all ages to participate in quality performing arts classes. GDS has earned the Burbank's "Best Dance Studio" Award continuously since 2007 according to the Burbank Leader Reader's Choice Poll.

GDS is an enrollment studio, running on an academic calendar with a year end, fully costumed stage performance every June. Dance, music and musical theatre lessons are offered for all ages and levels, toddler through adult, beginners to advanced students. Dance classes include ballet, tap, jazz, hip hop, musical theatre, hip hop, contemporary & mommy and me. Piano, voice and guitar lessons are also offered. Teaching staff is made up of a diverse group of choreographers and dance educators with a wide range of experience from professional dance company members to industry professionals.

In 2002, under the artistic direction of Megan Baade (also voted "Best Dance Teacher" by the Burbank Leader Reader's Choice Poll), curriculum was expanded to incorporate the Visual & Performing Arts Standards for off-site dance programs. For over a decade, Garri Dance Studio has partnered with many Burbank Unified Schools offering customized After School Programs, Artist in Residencies both in person and virtual, as well as Professional Development Workshops for BUSD Staff. Through its BUSD partnerships, Garri Dance Studio has continually sponsored Burbank Unified Students each year, currently almost $8,000 per year, and growing.

Garri Dance Studio is conveniently located in the heart of the beautiful Magnolia Park District in Burbank. Thoughtfully designed and renovated to better suit the needs of its growing student base, the studio offers three dance rooms with sprung wood dance floors, exposed brick, natural light, high beam ceilings, ballet barres and mirrors.

To learn more about Garri Dance Studio or schedule a free trial lesson, please contact 818-846-4390 or email officestaff@GarriDance.com

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 20 of January , 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Hight Trails hereinafter referred to as "Consultant."

Payee's Name High Trails Daytime Phone Number 800-428-1851

Email Address leslie@dirtyclassroom.com

Mailing Address PO Box 92314, Big Bear City, CA 923145

Sponsoring Administrator Liz Salazar- Costella

Board Approval Date January 20, 2022

Account String 010-90201-0-11100-10000-5810-209-8000

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 $ 20x stu per hour☐/ per day ☐/ per session■ for a total not to exceed $2000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 31, 2022 and terminating on February 4, 2022 .
3. Payment Terms: at completion of OSS sessions
4. Consultant will provide the following services:

   will provide virtual OSS for fifth grade class and have hands on activities base on Fifth grade science standards

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.

_____		_____		1/6/2022
BUSD Authorized Signature/Title	Date	Consultant	Hight Trails	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

High Trails

Started in 2000, High Trails is a Big Bear based small business that focuses on residential outdoor education for California elementary and middle schools and their students. Each year we host more than 100 schools and 8,000 students as they visit us in the mountains for 3, 4 and 5 weekday programs. To date, we've had 115,000 students spend more than 400,000 nights at High Trails. This single minded approach of focusing on only outdoor education has let us refine our program into what is now, we believe, the best natural outdoor science camp experience for your students. If you’re looking for a friendly, innovative and fresh approach to the world of outdoor education, come join us at High Trails Outdoor Science School; your very own dirty classroom.

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 20th of January, 20 22 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and APEX Fun Run Franchise hereinafter referred to as "Consultant."

Payee's Name APEX Fun Run Franchise No. 7, LLC Daytime Phone Number (801) 706-2916

Email Address trevorp@apexleadershipco.com

Mailing Address 3435 E. Thousand Oaks Boulevard #6325, Thousand Oaks, CA 91362

Sponsoring Administrator Brandi Young, Principal

Board Approval Date January 20, 2022

Account String no account string is necessary as this is a fundraiser through PTA

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 $0 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 1/21/2022 and terminating on 1/28/2022.
3. Payment Terms: _____
4. Consultant will provide the following services:

   APEX will host 7 days of (virtual) team building and social-emotional lessons, via Zoom. On the final day, students will participate in a "Virtual Fun Run" in Zoom, through parent participation of sponsorships to support the fundraiser.
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.

BUSD Authorized Signature/Title Date

Consultant APEX Fun Run Franchise 1/11/22 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

About Us

We're working hard to make fundraising easier!

Our Method

is to collaborate with school PTO/As and faculty to build student leaders through a meaningful, "hassle-free" and financially successful school fun run.

We Believe

- Every child can change their school, and the world, in a profound way
- Serving others brings the greatest joy and contributes to the greatest good
- Learning by doing and exercise are both undervalued and underutilized in fundraising today
- Encouragement and enthusiasm build others up—we will help build leaders
- Raising money for your child's school can also serve as a positive learning experience
- Many people giving a little reduces the individual burden on the typical givers and donors

Teachers Have Skin in the Game and that makes for highly-motivated and excited coaches. Your teachers will coach their classroom teams to greater heights knowing that in the end, a portion of what the classroom raises goes straight back to the teacher for their classroom.

Amy's Story

In one year, our dear friend, Amy Donnell, spent over $500 on supplies for her 1st grade class. There were budget cuts for the school, and as a teacher, this was a huge burden on her finances. Furthermore, her school was sick of product-based fundraisers with no learning opportunities for the students. We have since teamed up with Amy to revolutionize school fundraising!



1.0.0.0

GIVE US FEEDBACK (https://apexfunrun1.typeform.com/to/cPsrgw?utm_medium=toContact&utm_campaign=webs

We would love to connect with you...

Like Subscribe (https://www.youtube.com/channel/UCKS0GNIQzxTVMjBlvkcv2Uw?sub_confirmation=1&utm_campaign=websitefooter&utm_source=from/home/aboutus)

Instagram (https://www.instagram.com/apexleadershipco/&utm_campaign=websitefooter&utm_source=from/home/aboutus)

Twitter (https://twitter.com/apexleaderco?lang=en&utm_campaign=websitefooter&utm_source=from/home/aboutus)

YOUTH LEADERSHIP PROGRAMS

FRANCHISE CONTACT

APEX FUN RUN FOUNDER

The idea stemmed from founder Scott Donnell whose wife Amy was an elementaryschool teacher. He saw how much she spent on supplies for her classroom every fall,and decided to do something about it. Apex Fun Run began.

Jeremy Barnhart is a co-owner and VP of Franchise Development at Apex Fun Run. The concept incorporates a two-week character building and leadership program that culminates with a student "run" to raise donations for schools. Students ask people they know to pledge money for each completed lap, between 26-36. Young and enthusiastic Apex staff members lead the program, and all students get jerseys and prizes for jobs well done.

Privacy - Terms

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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	January 20, 2022
SUBJECT:	Ratification of Agreement for Instructional Consultant Services

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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 and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. The sites submitted their consultant agreements on time. Due to an oversight the board agenda item was not included on the December 16, 2021 agenda. Therefore this item is being presented as a ratification. 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:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify 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 OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: January 20, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Instructional Services	AME Education Services/Ashley Adams	Consultant Services AME Institute	12/17/2021–6/30/2022	$31,867	01.0-90201.0-00000-72000-5810-7428901
Instructional Services	Community Works	Consultant Services AME CTSO	12/17/2021–6/30/2022	$79,391	01.0-90201.0-00000-72000-5810-7428901
Jefferson Elementary	APEX Leadership Co.	Obstacle Course Fundraising Event	1/18/2022–1/28/2022	$40,000 (estimate)	01.0-90201.0-11100-10000-5810-2068700
Roosevelt Elementary	Darryl Johnson	Provide directorial, theatrical and educational instruction to our students	1/3/2022–3/8/2022	$1,000	01.0-90201.0-11100-10000-5810-2148200
Providencia Elementary	Jamie Butterworth	Painting two murals on the Ball Walls	12/19/2021–1/2/2022	$3,500	01.0-90703.0-11100-10000-5810-2138000
Emerson Elementary	MKM Bollystars Dance Company	"3-IN-1 Dance Workshop" (Encompasses DEI, Art and PE Supplement)	Weeks of: 1/10/2022 1/24/2022 1/31/2022	$3,435	01.0-90201.0-17011-10000-5810-2038700
Dolores Huerta Middle School	Darryl Johnson	Drama and Musical Theatre After School Enrichment Program	1/18/2022–5/20/2022	$6,000	01.0-90904.0-17000-41000-5810-3218000
Edison Elementary	Daniel Dancer	3 day aerial art project with our school	1/19/2022–1/21/2022	$3,800	01.0-90703.0-11100-10000-5810-2028000
Stevenson Elementary	Laura Walter	Music K-1	1/1/2022–4/30/2022	$5,220	01.0-90201.0-17000-10000-5810-2158700

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 18 day of November, 2021, by and between the Burbank Unified School District, hereinafter referred to as "District", and AME Education Services/Ashley Adams hereinafter referred to as "Consultant."

AME Education Services/Ashley Adams

Payee's Name (Person or Company) | Social Security or Federal ID # | Business Phone Number

Mailing Address: 1043 Kalmia Ave (City) Boulder (State) Colorado 80304 (Zip)

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent (Print Name / Title / Signature / Location)

Board Approval Date: January 20, 2022 Ratification Account Code: 01.0-90201.0-00000-72000-5810-7428901

The assignment will ☐ will not X require contact with students or employees real during the contract period stated. If it does, the Consultant will be contacted by HR and provided the DOJ form. Consultant shall not begin service until HR receives clearance.

WITNESSETH

WHEREAS, the District is authorized pursuant to Education Code sections 45103 and Government Code Section 53060 to contract for the services of consultants;

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

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

NOW, THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $____ per hour ☐ per day ☐ per session ☐ for a total not to exceed $ $ 31,867
2. The term of this Agreement shall be for the period commencing on 12/17/2021 and terminating on 6/30/2022
3. Consultant will provide the following services: To be paid $10,622 - 12/17/21; $10,622 - 3/1/2022; $10,622 - 6/20/2022

AME Education Services will provide program management and implementation services for 2022 Arts, Media & Entertainment Leadership Institute as descibed in the 2021-2022 CDE AMEI Contract

4. The Consultant shall provide all services to the Assistant Superintendent, Educational Services, or his designee, at the time agreed to in providing the services and preparing the products required by this Agreement. Consultant shall be present at the work location of the assigned school when services are required.
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 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 resulting as a result of, Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time hereof 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.

Ashley Adams 10/27/21

Educational Services Administrator — Date | Consultant — Date

Instructions: Consultant is to sign and initial two copies to the sponsoring administrator site. After Board approval, return completed and signed forms to the Assistant Superintendent. Business Services for processing.

Revised 08/08

AME Education Services
https://ameeducationservices.com/

Arts Media and Entertainment Education Services is committed to meeting the needs of the AME Industry Sector. From coordinating statewide AME professional learning, such as the AME Institutes, to meeting district curriculum or program development needs, Arts Media and Entertainment Education Services works collaboratively with industry and education partners to build a strong and sustainable AME industry sector for many years to come.

AME Education Services Founder and Principal, Ashley Adams

Ashley began working in California arts education over 20 years ago and has spent her professional career supporting high-quality arts for all students. As the Founder of Arts Media and Entertainment Education Services, she is committed to supporting AME teachers and administrators through professional learning experiences that are relevant, engaging, meaningful, and transformative.

Ashley started out teaching high school theatre in the San Dieguito Union High School District in San Diego. As a founding staff member at Canyon Crest Academy and its first Envision Director, Ashley discovered a passion for program building. That interest later drove a number of large consulting projects with schools and districts throughout California (Rancho Santa Fe, Vista Unified, Oakland School for the Arts, etc...). These projects all required a similar outcome- build a strategic vision for the arts that integrated curricular strength, financial sustainability, and responsive arts programming to meet the needs of diverse populations.

In 2017, Ashley began working with the California Department of Education on the AME Institute- the largest professional development event for AME educators. That work has grown over the years, and now AME Education Services is responsible for the AME Virtual Institute, AME Live Institute, and CA-AME-EO Professional Learning Series. Ashley is constantly learning about the creative industries and pushing her own understandings of what exceptional AME professional learning can be.

Ashley holds a BA in English and Theatre from Middlebury College and an MA in Curriculum and Instruction from the University of Denver's Morgridge College of Education. She and her husband, Ryan, have twins, a dog, and some chickens.

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 December16, 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Community Works hereinafter referred to as "Consultant."

Community Works | 46-4851783

Payee's Name (Person or Company) | Social Security or Federal I.D. # | Daytime Phone Number

Mailing Address: 1631 N. Genesee Ave., Los Angeles, CA 90046

City | State | Zip

Sponsoring Administrator: Sharon Cuseo, Assistant Superintendent

Print Name | Title | Signature | Location

Board Approval Date: January 20, 2022 Ratification Account Code: 01.0-90201-00000-72000-5810-7428901

The assignment will ☐ will not X require contact with student(s) unsupervised during the contract period stated. If it does, the Consultant will be contacted by HR and provided the DOJ form. Consultant shall not begin service until HR receives clearance.

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☐ for a total not to exceed $ 79,391.00
2. The term of the Agreement shall be the period commencing on 11/19/2021 and terminating on 6/30/2022
3. Consultant will provide the following services: To be paid: $26,463.66- 11;19/2021; $26,463.66-3/1/2022; $26,463.66-6/30/2022

   Community Works will provide program management and implementation services for the 2022 Arts, Media, & Entertainment Career Technical Education Student Organization as described in the 2021-2022 CDE AME CTSO Contract.

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.

Fiscal Services Administrator | Date

Consultant | November 8, 2021 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 08/08

Performance Works
Solving problems that matter

Loree Goffigon, Managing Partner



With a background in strategic planning, organizational behavior, change management, brand design and communications, Loree brings a multi-disciplinary set of skills to tackle the increasingly complex challenges of business.

Prior to co-founding Performance Works in 2009, Loree spent 12 years at the helm of Gensler's global consulting practice, growing their strategic planning, real estate and workplace strategy, and organizational development disciplines. As the firm's Practice Leader, she was responsible for client development, talent development and project delivery.

Loree applies a practical, results-oriented approach to her specialty areas: organizational culture, work process, business strategy and the work environment, and helps clients solve business problems with her collaborative style, strategic thinking and rigorous analysis. Her keen ability to question assumptions and identify a problem's root cause enables Loree to deliver business and process innovations and improved employee effectiveness to clients in the public and private sectors.

> *"Helping organizations succeed is my passion – it is rooted in the belief thot by asking questions that matter, we can help organizations achieve their goals. At PW, we dive deep to ensure that research always leads to insights and impact."*

In addition to a Master of Business Administration from Lesley University, Loree holds a Bachelor of Fine Arts from the University of California, Los Angeles. Her strategic planning work has been published by Architectural Record, LA Architect, Random House, the Personnel Journal, among others. She has presented in conjunction with a number of prestigious conferences, including CoreNet, Urban Land Institute, Neocon, AIA, FastCompany, and the Institute of Design at IIT. She has also produced a number thought leadership client forums including: MainStreet 2020, Pioneers of the 21st C., The Future of Community Conference and ROI3.

Performance Works' client list includes organizations who are leaders in government and public agencies, education, technology, biosciences, financial services, entertainment and media, such as SANDAG, LA County, Solano County, CA Dept of Motor Vehicles, London Stock Exchange, BP, IBM, Edwards Lifesciences, Disney, Warner Bros, Amgen, American Express and the New York Times.

Additionally, Performance Works' non-profit, Community Works, provides youth leadership, creativity and civic engagement programs for underserved youth in grades K-12. Founded by Loree, Community Works has produced numerous events for teachers, administrators and cultural leaders throughout the country on topics related creativity and learning in schools, and a mix of live and online events for high school students focused on work-based learning and creative careers.

COMMUNITY WORKS
COMMUNITY WORKS

Creativity + Leadership = Civic Engagement

Community Works was founded in 2014 with the goal of creating programs to equip elementary, middle and high school students with the skills and tools they need to discover their futures and find their voices. Through hands-on, school and community-based programs offered in elementary, middle and high school, **Community Works is rethinking education and empowering possibility.**

Community Works is dedicated to giving students the skills they need to live productive and engaged lives. This enterprise was conceived through extensive research that specifically focused on the perceived educational gaps that currently exist for K-12 students. Educators agree that **youth leadership and creative education are the #1 priorities needing solutions**. Community Works was created to fill those needs.

Community Works is driven by a fundamental **belief that leadership and creative practice pave the way for civic engagement**. Though both skills are demonstrated in many ways and take many forms, at their core **is problem-solving**. Our programs are designed to help students discover the leader in each them and give **them the tools to create solutions to challenges in their lives, their families and their communities.**

> *It is our belief that change happens when we start thinking differently. In order to make change happen, we need the freedom to imagine what doesn't already exist and the confidence to stand behind our ideas and beliefs. Our programs work to do both.*

To date, Community Works has successfully established four educational programs: ***My Creativity Matters, My Story Matters, My Voice Matters and My Future Matters.*** These programs deliver life-changing experiences to students in schools with underserved populations and tight budgetary constraints. Each program consists of multiple components that build on and support one another. The activity-based weekly leadership lessons focus on problem-solving, teamwork, and emotional intelligence. Through this work, students explore their values - who they are and what they believe in - and apply their learning to community based service projects.

Programs

My Creativity Matters Is an early education program built around *"asking bigger than me questions"*. The structure prompts an in-depth investigation of a topic, focused on asking questions and finding answers. The guiding principle is to build on children's current interests and abilities by validating their curiosity and sense of wonder.

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 14 of November, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Apex Leadership Co. hereinafter referred to as "Consultant."

Payee's Name Apex Leadership Co. Daytime Phone Number 310.403.9951

Email Address christina@apexleadershipco.com

Mailing Address 3435 E. Thousand Oaks Blvd. #6325 Thousand Oaks, CA 91362

Sponsoring Administrator Ron Young - Principal

Board Approval Date January 20, 2022 Ratification

Account String 01.0 - 90201.0 - 11100 - 10000 - 5810 - 2068700

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 $TBD 40K*estimated**Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on Jan 17th, 2022 and terminating on Jan 28th, 2022.
3. Payment Terms: Upon completion of the Apex Program. Note: Do not mail check- will pick up check from school
4. Consultant will provide the following services:

   Apex will host 7 days of character building lessons for all grades. On the final day students will participate in an event day. Students will get pledges by parents and families.
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.

_____		Ron Evans		11/14/21
BUSD Authorized Signature/Title	Date	Consultant	Apex Leadership Co.	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

STATEMENT OF WORK

Apex Leadership Company is a 2-week Character, Leadership and Fitness based program and fundraiser. We plan, organize, market, promote and conduct a Fun Run for the students at Jefferson Elementary School. We are the main fundraiser for Jefferson Booster Association for the 2021-22 school year.

We are a 2-week event, Jan 17th to Jan 28th, 2022. The Apex Team will be on campus from bell to bell during this 2- week period. The MPR Room or Field will be used for kick off Pep Rally. There will be 7 days of the 2 weeks where the Apex Team will deliver the daily character lessons. These lessons are PBIS based and are a strong component of our program. Our program is an ALL students inclusive program. This year's Theme is how to be an As One Leader. See below for examples of this year's Leadership and Character Lessons. The final celebration event will be held on the school field.

Our time in the classroom is a mini assembly for Leadership and Character, which is presented in short sessions, over 7 consecutive days during the 2 weeks, not to exceed a total of 60 minutes. Any assembly that is paid for and brought to the school campus takes approximately the same time, however our program has no up front cost. Our time interacting with the students at recess and lunch is there to honor any classroom awards that have been earned and to reinforce the sense of community Apex has promised to deliver.

There will be NO 1:1 work with the students. Our team is also fully background and fingerprint checked and are never with students individually or unsupervised by a school employee.

The New Apex Theme for the 2021-22 school year is: Apex 'AS ONE'

The Daily Lessons are:

A- Aspire
S- Self Start
O-Own It
N-New Day
E- Energize
Recap of all the lessons

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th of November, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Darryl Johnson hereinafter referred to as "Consultant."

Payee's Name Darryl Johnson Daytime Phone Number 818-640-1789

Email Address

Mailing Address 11136 Hesby St. #320; North Hollywood, CA 91601

Sponsoring Administrator Matthew Osmond

Board Approval Date January 20, 2022 Ratification

Account String 01.0-90201.0-11100-10000-5810-2148200

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

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

WITNESSETH:

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

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

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

NOW THERFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $ 1000.0 per hour☐/ per day ☐/ per session☒ for a total not to exceed $ 4000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 3, 2021 and terminating on March 8, 2022.
3. Payment Terms: 2 - $1500.00 payments (January 2022 & February 2022) and 1 - $1000.00 payment (March 2022)
4. Consultant will provide the following services:

   Directorial, theatrical and eductional instruction for our students as they prepare to perform song and dance on stage for our annual musical revue

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.

BUSD Authorized Signature/Title	Date	Consultant	Darryl Johnson	11/17/21 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

This site was designed with the WIX.com website builder. Create your website today. Start Now

TheatriCamp

Musical Theatre Summer Camp

TheatriCamp was created by theatre professionals **Darryl Johnson** and **Lori Jaroslow**, both of whom have directed and taught acting and musical theatre to kids and teens extensively in Southern California and New York. They are huge fans of musical theatre and love to share this great material with the next generation.

We strongly believe that the arts play an important role in a child's development, and that theatrical experience builds confidence & self-esteem, teaches teamwork, and fosters creativity.

TheatriCamp specializes in providing a safe and fun environment in which kids can play and express themselves.



DARRYL JOHNSON has been a theatre director in Los Angeles for over 30 years, and has worked at many different venues, including The Road Theatre Company in North Hollywood, the McCoy-Rigby Conservatory Of The Arts, InterAct Theatre Company, the Met Theatre, The Tiffany, The Matrix, Theatre Neo, Fremont Centre Theatre, and Yorba Linda Civic Light Opera. In recent years his attention has turned back to educational theatre and working with kids - from elementary through high school. For the last 12 years Darryl has served as the director of the Roosevelt Elementary musical revue show in Burbank, and he has expanded his work to include several other schools in the Burbank, Los Angeles, and Culver City School Districts. He and Lori Jaroslow have also worked together on several productions at Portola Middle School in Tarzana and for the last five years at TheatriCamp. Darryl is also a filmmaker - he attended the USC School of Cinema and the American Film Institute, has directed several films, and works as a film editor.



LORI JAROSLOW has performed on Broadway, Off-Broadway, regionally, internationally and at sea. Acting work includes on Broadway: Rizzo in Grease and Tzeitel in Fiddler on the Roof, directed by Jerome Robbins. Regional theatre and Off-Broadway includes, Grandma Sylvia's Funeral, Nunsense, Gypsy, Othello and Broads.

As a director, Lori has directed innumerable productions of new and classic musicals and plays, primarily productions performed by children and teens of all ages. Lori co-produced and directed the multi award-winning CD series Tell Me a Story which features such illustrious actors as Len Cariou, Bryce Dallas Howard and Paula Poundstone. The last CD in the series Women of Wonder won the prestigious 2010 Audie Award for best original work.

Also a writer, Ms. Jaroslow has written musical theatre pieces, screenplays, shorts, many personal narratives and is at work on a solo show about substitute teaching in Los Angeles. In 2011, The Road Theatre received an NEA grant on behalf of Ms. Jaroslow's musical, The Baby Project, an original musical theatre piece written by Lori and composers Fonda Feingold and Noriko Olling. It had a workshop and limited run at The Road Theatre in Los Angeles in 2012. Please keep an eye out for its official birth/world premiere. Lori has taught

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 16 of December, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Jamie Butterworth hereinafter referred to as "Consultant."

Payee's Name Jamie Butterworth Daytime Phone Number 818-359-0345

Email Address ~~jamiebutter@gmail.com~~ jamiembutter@gmail.com

Mailing Address 1058 N. Lamer Street Burbank, CA 91506

Sponsoring Administrator Jen Culbertson

Board Approval Date January 20, 2022 Ratification

Account String 01.0 90703.0-11100-10000-5810-213-8000

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 $ 3,500 per hour☐/ per day ☐/ per session☒ for a total not to exceed $3,500 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on December 19, 2021 and terminating on January 2, 2022.
3. Payment Terms: One payment
4. Consultant will provide the following services:

   Painting of two murals on Providencia's Ball Wall
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.

		Jamie Butterworth 12/1/2021		
BUSD Authorized Signature/Title	Date	Consultant	Jamie Butterworth	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

JAMIE M. BUTTERWORTH

1058 North Lamer Street
Burbank, California 91506

818-359-0345
jamiembutter@gmail.com

EXPERIENCE

ART TEACHER
On-line **2020 - present**
Edison Elementary (After School Enrichment), Burbank, CA **2014 - 2020**
Home School Campus, Burbank, CA **2016 - 2020**
CR8Space, North Hollywood, CA **2018 - 2019**
Mia and the Dragonfly Baby and Kids Store, Burbank, CA **2015 - 2016**

- Teach after school and enrichment classes to primarily Kindergarten-6th Graders. Lessons focus on different artists, evaluating art, the elements of art, and creating with different materials and techniques.

VICE PRESIDENT, Burbank Art Association **2020 - present**
PRESIDENT, Burbank Art Association **2016 - 2018**
PROGRAMS CHAIR, Burbank Art Association **2013 - 2016**
CO-CHAIR, Community Outreach Working Group, Burbank Arts for All Foundation **2014 - 2019**

- Write monthly e-blast with information about the arts in Burbank's public schools, advocacy, and community events that is distributed to 600+ person mailing list

SECRET ART SHOW COMMITTEE, Burbank Arts for All Foundation **2013 - 2018**

- Solicit and secure donations of facilities, food, wine, materials, and silent auction items
- Act as a liaison with local artists to collect donations of artwork

PTSA REFLECTIONS CHAIR, John Burroughs High School **2013 - 2015**

- Promote program and solicit visual and performing arts submissions from students
- Coordinate judging and submissions to Council PTA
- Recognize participating students and work that advances through levels of competition

ARTS CHAIR, Edison Elementary **2009 - 2011**

- Created a school-wide Arts Plan with input from teachers from every grade level and principal
- Wrote and was awarded arts grants for orchestra program and Arts Plan
- Created after-school arts programs that included dance, theater, visual arts and martial arts
- Hired and supervised visual and performing arts teachers
- Volunteered in visual arts, theater, and dance classes
- Coordinated Arts Days for approximately 600 students 2-4 times per year

C.O.O.L. BOOSTER CLUB PRESIDENT, Edison Elementary **2006 - 2009**
PTA REFLECTIONS CHAIR, Edison Elementary **2004 - 2006**
CLASSROOM VOLUNTEER, Edison Elementary **2002 - 2011**
BRAND MANAGER, Applause, Inc., Woodland Hills, CA **1995 - 1998**
ADVERTISING AND MEDIA SUPERVISOR, Chick-fil-A, Inc., Atlanta, GA **1988 - 1995**

EDUCATION

Emory University Atlanta, Georgia
Bachelor of Arts in Psychology with Highest Honors

AWARDS

2014 Champion of the Arts Award
Burbank Arts for All Foundation
In honor of extraordinary commitment to arts education

2010 Honorary Service Award
Edison Elementary PTA

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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 1 of December, 20 21, by and between the Burbank Unified School District, hereinafter referred to as "District", and MKM Bollystars Dance Company, hereinafter referred to as "Consultant."

Payee's Name MKM Bollystars Dance Company Daytime Phone Number 213-300-5019

Email Address mkmbollystars@gmail.com

Mailing Address 11216 Huston St. #302 North Hollywood, CA 91601

Sponsoring Administrator Miriam Wazirkaloyan

Board Approval Date January 20, 2022 Ratification

Account String 010-90201-0-17011-10000-5810-203-8700

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 THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $3,6.4-5 per hour ☐/ per day ☐/ per session ☒ for a total not to exceed $ 36.4.600 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 1/10/22 and terminating on 1/31/22
3. Payment Terms: Payment in full
4. Consultant will provide the following services:
   Consultant will provide instructional dance workshops
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.

DocuSigned by:
12/1/2021
B72AB25B98574D8...

BUSD Authorized Signature/Title Date Consultant MKM Bollystars Dance Company Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Shivani Thakkar

Dancer/Choreographer/Master Teacher

SAG-AFTRA/AEA



-An internationally recognized artist, Shivani has performed and taught across Canada, USA, India, New Zealand and Japan.
-Her specialties include Bharata Natyam (Indian Classical dance), Bollywood, Tap, Jazz, and Ballet.
-She also has worked extensively in theatre and film, creating and coaching actors with movement vocabularies for character work.
-Shivani is a recognized artist with the Los Angeles County Arts Commission Arts for All program.

CURRENT POSITIONS:

- MKM Bollystars Dance Company – Founder/Director
- AMDA LA – Dance Faculty
- A Noise Within Theater (Pasadena) – Board Member
- Will Geer Theatricum Botanicum – Teaching Artist

CREDITS (ABBREVIATED LIST):

- "Dvaya: A Confluence of Male Female Spirits" Canada Tour (Lead/Choreographer)
- Bellydance Superstars "Bombay Bellywood" Japan Tour (Lead)
- Los Angeles Philharmonic "Summer Sounds" at the Hollywood Bowl (Lead/Choreographer)
- Alliance Theatre Atlanta's Theater for Very Young "Bucket of Blessings" (Choreographer)
- LA Mayor's Office – Asian Pacific American Heritage Month Opening Ceremonies (Soloist)
- 24th Street Theatre "Ramayana" for children and families (Soloist/Creator)
- 24th Street Theatre "Saturday Explorer Series" (Soloist/Choreographer)
- *Donce Festivals*: IAAC's Erasing Boarders Festival of Indian Dance (NY, NY), Battery Dance Company's Downtown Dance Days (NY, NY), DC Dance Festival at Dance Place (Washington, DC), SoCal Dance Invitational (Orange County, CA), San Pedro Dance Festival (San Pedro, CA), Pasadena Dance Festival (Pasadena, CA), Feats Festival of Dance (Edmonton, AB, Canada)
- *Museum Presentations*: The Smithsonian, Skirball Center, LACMA, Glenbow Museum (Canada)
- *Choreography and Teaching in Education*: University of Southern California – School of Dramatic Arts and Glorya Kaufman School of Dance; Occidental College; University of Calgary; Howard Community College; Numerous Preschools; Los Feliz Charter School for the Arts; K-12 through Jaxx Theatricals and Will Geer Theatricum Botanicum.
- *Numerous TV/Film credits with work for Disney, Nickelodeon, CW, Fox, Omni Television (Canada), Intel, ond UTV Motion Pictures (India), as well as Independent Projects.*

AWARDS:

Indian Center for the Arts South Asian Artist Resiliency Award (2020); Mid-Atlantic Arts Foundation Grant; Canada Council for the Arts Grant; Alberta Foundation for the Arts Grant; Shastri Indo-Canadian Institute Fellowship; 2010 Nominee for Enbridge Emerging Artist Award; Winner of 2008 Version Wireless and Saavn Bollypop US National Dance Competition; Genesis Artist of the Year "Artistic Visionary" 2012 Award.

Shivani has served as a peer reviewer on Juries for the *Canada Council for the Arts, Shastri Indo-Canadian Institute, Califarnia Arts Council, Calgory Arts Development*, and *Los Angeles County Arts Commission*.

shivani@shivanithakkar.com www.shivanithakkar.com (213) 300-5019

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 1 of December, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Darryl Johnson hereinafter referred to as "Consultant."

Payee's Name Darryl Johnson Daytime Phone Number (818) 640-1789

Email Address DarrylBJohnson@me.com

Mailing Address 11136 Hesby Street #320, North Hollywood, CA 91601

Sponsoring Administrator Jennifer Meglemre

Board Approval Date January 20, 2022 Ratification

Account String 010-90904.0-17000-41000-5810-321-8000

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 $ 6000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 18. 2022 and terminating on May 20, 2022.
3. Payment Terms: Upon invoice
4. Consultant will provide the following services:

   Teaching the after school enrichment drama class and overseeing the Musical Theatre class.

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.

_____	Darryl Johnson 12/6/21
BUSD Authorized Signature/Title Date	Consultant Darryl Johnson Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

DARRYL JOHNSON

11136 Hesby Street #320 North Hollywood, CA 91601
(818) 640-1789

CHILDREN'S MUSICAL THEATRE

TheatriCamp	North Hollywood	2014 - 2016
Roosevelt Musical Revue	Roosevelt Elementary School - Burbank	2007 - 2016
"Fiddler On The Roof" **"Into The Woods"** **Stephen Schwartz Songbook**	Portola Middle School - Tarzana	2014 - 2015
La Ballona On Broadway	La Ballona Elementary School - Culver City	2014

Various After-School Programs

DIRECTOR

"Cooperstown" **"The Junto"** **"A Christmas Carol"** **"Soar"** **"1776" – Staged Reading**	***The Road Theatre Company***
"The Clearing"	***Interact Theatre Company***
"The Ruckus At Machias"	***Fremont Centre Theatre***
"Pvt. Wars"	***Company of Characters***
"LifeGuarding"	***The MET Theatre***
"The Indecent Act of Jeff Zelinski" **"StarFire"** **"City Life"** **"Even Stephen"** **"My Life And The Movies"**	***Theatre GEO***
"Celebrate America: A 4th of July Extravaganza"	***Orange Festival Productions***
"The Actor's Nightmare"	***El Modena Thespian Society***
"Into The Woods" **"Pippin"** **"Working"** **"Little Shop Of Horrors"**	***Woodland Hills Community Theatre***
Universal Studios Hollywood Acting Showcases	***Tiffany Theatre & Matrix Theatre***

Member of Directors Lab West

Member of The Road Theatre Company

Member, Local 700, I.A.T.S.E. & M.P.T.A.A.C.

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 1 of December, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Daniel Dancer hereinafter referred to as "Consultant."

Payee's Name Daniel Dancer Daytime Phone Number 541 806-3020

Email Address d@artforthesky.com

Mailing Address POB 693, 7014 Sylvan Way, Mosier, OR 97040

Sponsoring Administrator Laura Flosi

Board Approval Date January 20, 2022 Ratification

Account String 01.0 90703.0 11100 10000 5810 202 8000

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 $ 3800.0(per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 3800.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 19 2022 and terminating on January 21, 2022 .
3. Payment Terms: _____
4. Consultant will provide the following services:

   3 day aerial art program with the entire Edison student body.

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.

_____				12/3/21
BUSD Authorized Signature/Title	Date	Consultant	Daniel Dancer	Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

DANIEL D. DANCER, M.A.

POB 693, 7104 Sylvan Way
Mosier, Oregon 97040

www.artforthesky.com

541.806.3020
d@artforthesky.com

EXPERIENCE

Aerial Artist, Educator, Photographer, Film-maker, Author, Musician 1980 - present

- Conceptualized, photographed, printed traveling art/education exhibits for national tours.
- Published photographs in hundreds of publications worldwide including Time, Newsweek, Utne Reader, Outside, Sierra , Harpers, Smithsonian and New York Times.
- Published best selling book of Kansas photography, *The Four Seasons of Kansas.* Published *Desperate Prayers: A Quest for Sense in a Senseless Time.*
- Was the lead photographer on two recent coffee-table books, *Crop Art and Other Earthworks by Stan Herd* and *CLEARCUT: The Tragedy of Industrial Forestry.*
- National speaker with visual presentations such as, *Declaring Sacred Ground.*
- Conduct workshops and help communities create public art to raise awareness about climate change important regional issues. Conduct week-long *Art For the Sky* residencies in public schools.

Aerial-Artist In Residence Leader: Art For the Sky
2001-present

Conduct K-12 experiential artist in residency programs worldwide teaching children and teachers about the power of collaboration, the importance of holding a big picture view of the world, etc., Design and facilitate the creation of giant living paintings made of people filmed and photographed from the sky. Over 125 projects completed to date in 25 states and 8 countries directly serving over 100,000 students and teachers.

Founder and President, Rowena Wilds
1996 - present

Founded and developed a model eco-community on 200 acres in Wasco County, Oregon. Worked with planners, contractors, conservationists and a land trust to create a unique development on sensitive wild land at the edge of the Columbia River Gorge NSA. Designed and built model earth-sheltered home from recycled and environmentally friendly materials.

Founder and Director of ZeroCircles
1997 - present

Conceptualized and received funding for ongoing national art project which calls attention to the need to protect our public lands. Built and maintain sub-site see: www.artfortheksy.com/zerocircles.htm

General Manager, White Eagle Memorial Preserve
1998 - 2005

Direct and oversee operations of a green cemetery in Washington State.
www.naturalburialground.com

Llama Rancher
1978-1990

Raised, bred, trained, packed, showed, photographed and sold high quality llamas in Kansas.

Writer/Photographer for Kansas!
1979-1990

During this time, I was their most prolific and popular writer/photographer. Kansas! is the third best selling state magazine in America.

Teacher Trainer, Consultant and Evaluator
1975-1979

Developed training and evaluation materials for the Teaching Family Model, a group home program for delinquent youth used throughout the Midwest. Consulted with home operators and evaluated group homes on a
regular basis.

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 30 of October, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Laura Walter hereinafter referred to as "Consultant."

Payee's Name Laura Walter Daytime Phone Number 805-701-8140

Email Address laurawalter@jvno.com

Mailing Address 268 Donner Ave Ventura, CA 93003

Sponsoring Administrator Jill Johnson

Board Approval Date January 20, 2022 Ratification

Account String 010-90201-0-79000-10000-5810-215-8700

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 $ 435 per hour☐/ per day ☒/ per session☐ for a total not to exceed $ 5,220 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 1/1/22 and terminating on 4/30/22.
3. Payment Terms: one check pd in full at end
4. Consultant will provide the following services:

   teaching music K-1

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.

BUSD Authorized Signature/Title 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 Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

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.

Laura Walter 11/5/2021

BUSD Authorized Signature/Title	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 Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

CURRICULUM VITAE

LAURA WALTER
268 DONNER AVE.
VENTURA, CA 93003
805-701-8140 laurawalter@juno.com

EDUCATION

Post-Graduate Study, Richards Institute of Education and Research, 1997-2018
Leadership Team, Richards Institute, 2000-2014
Planning Team, Richards Institute, 2005-2014
Master of Music in Performance, University of Kentucky, 1986
Bachelor of Arts, Honors Program, University of Kentucky, 1982
Private Study with Peter Lloyd, Principal Flute, London Symphony, 1989-2002
Private Study with Kyril Magg, Cincinnati Symphony, 1985-1993
Masterclasses with Geoffrey Gilbert, Julius Baker, Brad Garner, Keith Underwood, Jeannie Baxtresser, Carol Wincenc, Marianne Gedigian

TEACHING EXPERIENCE

Faculty, Westmont College, 1994-2022
Master Teaching Staff, Education Through Music, Richards Institute of Education and Research, courses throughout USA and Japan, 2005-2014
Conductor and Founder, Flute Flies and Flute Cakes, flute choirs, 1999-2022
Flute Clinician, Middle and High Schools in Ventura, Santa Barbara and Ojai, CA, 1994-2022
Education Through Music Instructor, K-5, Ventura, Ojai and Oxnard Schools, 1997-2022
Faculty, Miami Valley Academy of Music, 1992-1993
Conductor and Founder, Just Wright Flute Choir, 1991-1996
Faculty Associate in Flute, Wright State University, 1990-1996
Faculty Instructor, Urbana University at Dayton, 1992
Guest Lecturer, Dayton Philharmonic, 1991

ADMINISTRATIVE EXPERIENCE

Bravo Education Coordinator, Ojai Music Festival, 2014-2022
Executive Director, Richards Institute of Education and Research, 2010-2012
Assistant Executive Director, Richards Institute of Education and Research, 2005-2010

PERFORMING EXPERIENCE

Ojai Music Festival, 2012-2022
Santa Barbara Symphony, 1998-2018
Santa Barbara Choral Society, 1997-2021
Santa Barbara Opera, 1998-2013
Santa Barbara Master Chorale, 1997-2018; Flute Soloist, 2003
Gold Coast Concert Chorus Orchestra, 1994-2018
Private Party, Oprah Winfrey, 2002
Solo Flute Recital, Ventura, 2001, 2002
Santa Barbara Civic Light Opera, 1998-2001
Ensemble for Contemporary Music, USCB, 1997-2001
West Coast Symphony, 1994-2017
Goleta Valley Chamber Orchestra, 1994-2000
Symphony of the Canyons, 1994-2000
Santa Susanna Symphony, 1996-1997
Lexington Philharmonic, 1984-1996
Springfield Symphony Orchestra, 1990-1993, includes concerts with Doc Severinsen, Henry Mancini, Steve Allen, Tony Bennett, Mel Torme
Dayton Philharmonic, 1993, includes concerts with James Galway, Yanni
Semifinalist, Fischoff Chamber Music Competition, 1989

RECORDING EXPERIENCE

J.S. Bach, Air, Houston, 2006
J.S. Bach, Gavotte, Ventura, 2005
Beethoven, Symphony No. 5, Mvt. III, 2005
Flute Extravaganza, Flute Recital, Ventura and Santa Barbara, 2002
Gospel CD, Lenora Weinart, 2002
The Nurture of Nature, Solo Flute Recital, Ventura, 2001
Celtic Legends, Los Angeles, 2001
John Biggs, Mass, Los Angeles, 2001
Choral Music CD, Gold Coast Concert Choir, 2000
Villa-Lobos, Symphony No.10, Santa Barbara Symphony, 2000
Samson and Delilah, Opera, Los Angeles 1995
Gospel Music Album, Lexington, Ky. 1985

PUBLICATIONS

Scherzo from Symphony No. 5, Beethoven, arr. flute choir, ALRY 2020
10 Celtic Medleys, Traditional, arr. flute duet, ALRY 2019
Gavotte and Gigue, JS Bach, arr. flute quartet, ALRY 2006
Bits and Pieces, flute etudes, ALRY 2001
Exsultate Deo, Palestrina, arr. flute choir, ALRY 1999
Bohemian Dance, Debussy, arr. flute choir, ALRY 1998
Motet: Jam Non Dicam, Gabrieli, arr. flute choir, ALRY 1997

ART AWARDS

Buenaventura Art Gallery, 1st place 2018; Merit Award, 2014; Honorable Mentions

Ventura County Fair, 1st place 2007; 3rd Place 2004; Honorable Mentions

Santa Paula Art Association, 2nd place 2005; Honorable Mentions

ART EXHIBITS

Buenaventura Art Gallery, Ventura, solo shows, 2014, 2020

Buenaventura Art Gallery, Ventura, 2005-2022

Harbor Village Gallery, Ventura, 2007-2022

Santa Paula Agriculture Museum, Santa Paula, 2014-2022

Community Memorial Hospital, Ventura, 2011-2019

EP Foster Library, 2012-2014

City Hall, Ventura, 2004, 2013

Santa Paula Art Association, 2000-2019

ArtWalks, Ventura, 2000-2014

Invoice

Project Title: Education Through Music
Project Description: Music Classes

SPRING 2022

FROM:
Laura Walter
268 Donner Ave.
Ventura, CA 93003

TO:
Robert Louis Stevenson Elementary
3333 W. Oak St.
Burbank, CA 91505

60

DATE	SCHOOL	# OF classes	Cost @ $40 per class
01/03/22	Stevenson	9	360
01/10/22	"	9	360
01/24/22	"	9	360
01/31/22	"	9	360
02/07/22	"	9	360
03/07/22	"	9	360
03/14/22	"	9	360
03/28/22	"	9	360
04/04/22	"	9	360
04/11/22	"	9	360
04/18/22	"	9	360
04/25/22	"	9	360
Spring	Mileage @$75 each	12	900
Total			**$5,220**

01 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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	January 20, 2022
SUBJECT:	Ratification of Agreement for Non-Instructional Consultant Services

---

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional 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 non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. The sites submitted their consultant agreements on time. Due to an oversight the board agenda item was not included on the December 16, 2021 agenda. Therefore this item is being presented as a ratification. If the non-instructional 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:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
RATIFICATION OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: January 20, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Jefferson Elementary	All for KIDZ: The NED Show	Virtual School Assembly	12/9/2021	$1,400.00	01.0-90201.0-11100-10000-5850-2068200
Instructional Services	Elizabeth Mackey	The consultant will provide professional development on using visual art strategies for teaching and interpreting works of writing and discussion activities that encourage interdisciplinary learning, while highlighting selected strands.	12/17/2021–4/1/2022	$9,600	01.0-00000.0-11100-10000-5850-7420025

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 27th of October, 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and All for KIDZ hereinafter referred to as "Consultant."

Payee's Name All for KIDZ Daytime Phone Number (877) 872-9696 ext. 125

Email Address CAdams@allforkidz.com

Mailing Address 20700 44th Ave. W. Lynwood, WA 98036

Sponsoring Administrator Ron Young, Principal, Thomas Jefferson Elementary

Board Approval Date January 20, 2022 Ratification

Account String 01.0-90201.0-11100-10000-5850-2068200

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 $ 1400.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 12/9/21 and terminating on 12/9/21.
3. Payment Terms: One time payment
4. Consultant will provide the following services:

   Virtual School Assembly - NED's Mindset Mission

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.

BUSD Authorized Signature/Title	Date	Kim DesJardins Consultant	10/27/2021 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

NED'S mindset MISSION™

A school-wide experience that transforms how students face challenges

From the moment your students enter the room, our captivating performer takes them on a 45-minute journey filled with humor, yo-yo and magic tricks, puppetry, and storytelling. NED's Mindset Mission introduces a cartoon character named NED who is on a very important mission: to find his mindset.

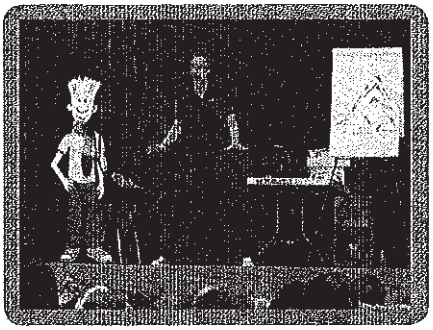
Never give up - understand the Power of Yet

Encourage others - spark courage in other people

Do your best - always be learning and growing

Led by clues and memorable characters, he overcomes Mt. Everest's toughest obstacles, uncovers inner-treasures on a Caribbean island, and grows his brain while repairing a sputtering spaceship.

Throughout the performance, your students discover how to activate their growth mindset to overcome social, emotional and academic challenges.

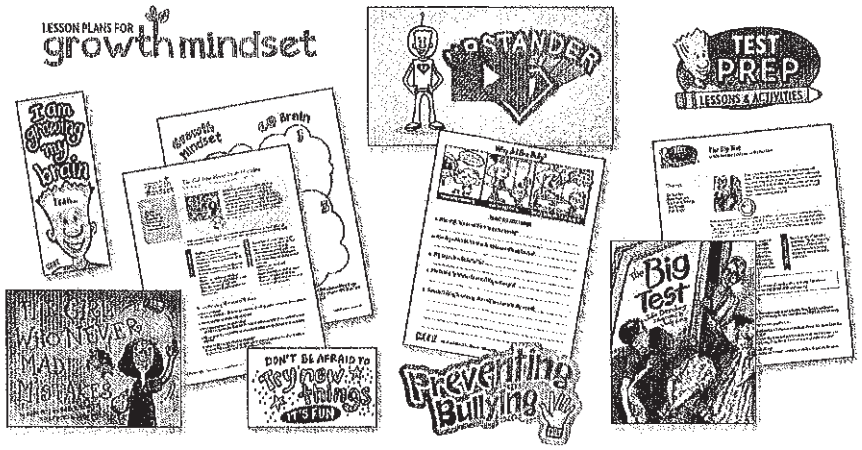




YEAR-ROUND CHARACTER EDUCATION

- Utilize free resources for lessons, activities and décor
- Develop common NED language around your school
- Set the standard for positive behavior expectations with NED
- Make NED a role model for your students

FREE Printables



INVITE NED TO YOUR SCHOOL

You can bring NED's Mindset Mission to your school without paying a fee when you participate in our Pay-It-Forward program.

Here's how it works: Instead of paying a fee for the assembly, you elect to make NED-messaged items available for purchase at your school for 5-10 days following the show. What you collect from that sale is what we accept as payment, and those proceeds help pay it forward so another school can experience NED's Mindset Mission.

Traditional payment options are also available.

Not one dime is taken from YOUR SCHOOLS budget

There is NO MINIMUM sale requirement

We provide info to run a SMOOTH & EFFICIENT sale

Products sold include 3 STYLES of yo-yos and accessories

We pay the RETURN SHIPPING on all unsold items

SATISFACTION 100% GUARANTEE

Visit: www.MindsetMission.com

Call: 1-877-872-9696

©2018 · V 2018-01 All for KIDZ, Inc. • www.theNEDshows.com

BURBANK UNIFIED SCHOOL DISTRICT

1900 W. Olive Avenue • Burbank, CA 91506-2460 • (818) 729-4400

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 16 of December, 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Elizabeth Mackey hereinafter referred to as "Consultant."

Payee's Name Elizabeth Mackey Daytime Phone Number (818) 399-5115

Email Address elizabethnealmackey@yahoo.com

Mailing Address 20316 Amorette Court, Santa Clarita, CA 91350

Sponsoring Administrator Sharon Cuseo, Assistant Superintendent of Instrucation Services

Board Approval Date January 20, 2022 Ratification

Account String LCAP: 010-00000.0-11100-10000-5850-7420025

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

Retired Employee: Please check if you belong to _____ calPERS _____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 $ 9,600.0(per hour☐/ per day ☐/ per session■ for a total not to exceed $ 9,600.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on December 17, 2021 and terminating on April, 1, 2022.
3. Payment Terms: $3,200.00 paid on 1/10/22; 3,200.00 paid on 2/21/22; 3,200.00 paid on 4/4/22
4. Consultant will provide the following services:

   The consultant will provide professional development on using visual art strategies for teaching and interpreting works of writing and discussion activites that encourage interdisciplinary learning, while highlighting selected strands from the Co
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 responsiblo 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.

BUSD Authorized Signature/Title	Date	Elizabeth Mackey Consultant	Elizabeth Mackey	11/16/2021 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Elizabeth Neal Mackey
20316 Amorette Court
Santa Clarita, CA 91350
elizabethnealmackey@yahoo.com
c: 818-399-5115

- Museum Educator
- Proficient in evaluation design and implementation
- Experienced in creating curriculum materials to complement state content standards
- Skilled in program development
- Art History Instructor

Education

MA, Art History and Museum Studies
University of Southern California, Los Angeles, May 2002
Qualifying Paper, "Spiritual Spaces: The Influence of Enclosure on the Devotional Practices within Three Clarissan Houses"

BA, summa cum laude, Art History
University of Southern California, Los Angeles, May 1999
Honors Thesis, "Examining the Hitda Codex: Its Function and Environment"

Professional Experience

Museum Education Consultant
June 2009 to present
- Provide project assistance in a variety of areas including evaluation design and implementation, public programs development, professional development for teachers, curriculum resources, and gallery teaching
- Clients include the American Indian Cultural Center and Museum, Oklahoma City, OK; the Santa Paula Art Museum, the Los Angeles County Museum of Art, the Children's Museum at La Habra, and the J. Paul Getty Museum

- Associate, Museum Consultants Network
- Research Associate, Audience Focus Inc.

Art History Instructor
Los Angeles Community College District
January 2011 to present and July 2002–June 2005
- Responsible for teaching multiple art history survey and art appreciation courses

Content Specialist
Los Angeles County Museum of Art, Education Department
June 2006 to June 2009
- Program evaluator, responsible for leading Education Department evaluation initiative including determining evaluation goals, developing assessment strategies and tools, and introducing new evaluation approaches to staff, exhibition evaluation and work with evaluation consultants, experience with SurveyPro database software
- Responsible for shaping program goals and objectives, content, audience development, budget management, and program evaluation for multiple K–12 professional development programs that present strategies to incorporate the visual arts into the classroom and reach 1000 educators per year
- Write curriculum materials to highlight special exhibitions and permanent collection that complement California State Content Standards for history-social science, language-arts, and visual arts

Education Coordinator
Los Angeles County Museum of Art, Education Department
August 2002 to June 2006
- Responsible for determining program goals and objectives, evaluating programs, hiring and training instructors, reviewing program content, managing budget, and selecting program participants for multiple school programs that reach 500 students and teachers each year
- Coordinated multiple programs including *After School at the Museum*, a multi-visit program designed to introduce elementary, middle, and high school students to the museum; *Living with Art* an outreach program that explores what art is, why artists create art, and why people collect art; *High School Internship Program,* a program designed to introduce high school students to the museum as a workplace and an exhibition site; *Teachers Academy*, a professional development program designed to help teachers incorporate visual arts instruction into the classroom
- Program evaluator, responsible for leading Education Department evaluation initiative including determining evaluation goals, developing assessment strategies and tools, and introducing new evaluation approaches to staff, exhibition evaluation and work with evaluation consultants, experience with SurveyPro database software

Distance Learning Instructor and Coordinator
Los Angeles County Museum of Art, Education Department
Graduate Internship
June 2001 to May 2002
- Responsible for determining program goals, content, and instruction for distance learning programs including: "A Survey of European Art," "Color, Light, and Modern Life: Impressionist Works at the Los Angeles County Museum of Art," and "Building Blocks of Art"
- Additional responsibilities included research projects on topics including South and Southeast Asian art and best practices in determining exhibition label content and design

Assistant to Education and Outreach Coordinator
University of Southern California Fisher Museum of Art, Los Angeles
January 1997 to May 1999
▪ Assisted with coordination of public programming and audience development, provided tours of permanent collection and special exhibitions

Studio Assistant
San Diego Museum of Art, Education Department
June–August 1998
▪ Responsible for preparation and facilitation of children's art camp classes

Exhibitions

Lost and Found: Rediscovering Early Photographic Processes
University of Southern California Fisher Museum of Art, Los Angeles
March 6–April 21, 2001

Publications and Curriculum Materials

2009–2010	"Pompeii and the Roman Villa: Art and Culture Around the Bay of Naples"
	"Renoir After Impressionism"
2008–2009	"Artistic Heritage: Exploring Latin American and Chicano Art"
	"Creating Collections, Preserving Culture"
	"What Makes Modern Art Modern?"
2007–2008	"The Arts in Latin America, 1492–1820"
	"Telling a Story: Narratives and Symbols in Art"
	"Dalí and Surrealism"
	"Beyond the Myth of California"
	"Music and Art"
	"The Broad Contemporary Art Museum: Art, Architecture, and Everyday Life"
2006–2007	"History, Identity, and Community in Art"
	"Mirror Image to Masquerade: Photographic Portraits"
	"Material Matters: Glass as Art and Object"
	"Inspired Explorations: Representing the Journey"

"California Classroom: Kids' Reading Room" *Los Angeles Times*, monthly submission September 2003–December 2006

"The Form and Face of the American Child," *Lost and Found: Rediscovering Early Photographic Processes*, exhibition catalogue (Los Angeles, USC Fisher Museum of Art, 2000)

Professional Presentations

California Art Education Association, presenter, "Art Speaks: Integrating Art and Language Arts in the Studio," Annual Conference 2009

National Art Education Association, panel speaker, "What Teens Want," Annual Conference 2005

Professional Affiliations

- Board Member for 2009–2011 term, Museum Educators of Southern California, Membership Cultivation and Assessment Chair
- National Art Education Association, member
- American Association of Museums, member

References

Toby Tannenbaum
Assistant Director of Education
J. Paul Getty Museum
Museum Education
1200 Getty Center Drive
Los Angeles, CA 90049
323-440-7197

Marianna Adams
President, Audience Focus Inc.
616 Canal Lane
Annapolis, MD 21409
410-757-3375

Selma Holo
Director
USC Fisher Museum of Art
823 Exposition Boulevard
Los Angeles, CA 90089
213-740-4561

Kim Hayden
Founder and Principal
Museum Consultants Network
PO Box 503
Montrose, CA 91021
818-679-3411

Writing samples available upon request.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	John M. Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John M. Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Assistant
DATE:	January 20, 2022
SUBJECT:	Approval of Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022

Background:

The Williams Lawsuit Settlement Quarterly Report and its procedures are required by the State in order for the public to have a means by which to file complaints alleging violation of federal or state laws or regulations governing various educational programs.

Discussion and Issues:

All school districts are required to report summarized data on the nature and resolution of all complaints addressing insufficient instructional materials, teacher vacancies and mis-assignment, and emergency or urgent facilities issues on a quarterly basis to the Los Angeles County Superintendent of Schools in accordance with the provisions of the Williams settlement legislation, per Education Code 35186 (SB550 and AB 2727).

This is the second report to the Board of Education for the 2021-2022 school year. There are no incidents to report.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2021-2022, Report Summary No. 2, October 1 through December 31, 2021, as presented.

Los Angeles County Office of Education
Serving Students ▪ Supporting Communities
Leading Educators

Williams Lawsuit Settlement
Quarterly Report on Uniform Complaints 2021-2022

District Name: Burbank Unified Date: 1/14/22

Person completing this form: John Paramo Title: Assistant Sup. Ed Services

Quarter covered by this report (Check One Below):

☐	1st QTR	July 1 to September 30	Due 15-Oct 2021
☑	2nd QTR	October 1 to December 31	Due 14- Jan 2022
☐	3rd QTR	January 1 to March 31	Due 15-Apr 2022
☐	4th QTR	April 1 to June 30	Due 15-Jul 2022

Date for information to be reported publicly at governing board meeting: 1/20/2022

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
TOTAL	0	0	0

Print Name of District Superintendent Matt Hill

Signature of District Superintendent _____ Date 1/20/2022

Return the **Quarterly Summary** to:
Williams Legislation Implementation Project
Los Angeles County Office of Education
c/o Kirit Chauhan, Williams Settlement Legislation
9300 Imperial Highway, ASM/Williams ECW 284
Downey, CA 90242

Telephone: (562) 803-8382
FAX: (562) 803-8325
E-Mail: Chauhan_Kirit@lacoe.edu

Rev. 07-27-21

Burbank Unified School District
Department of Student Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Stacy Cashman, Director, Student Services
PREPARED BY:	Stacy Cashman, Director, Student Services
SUBMITTED BY:	Lauren Dieter, Student Services, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Agreement for Consultant Services with Sign Up Interpreting Services, LLC

Background:
The District contracts with an interpreting company to provide an interpreter/translator as an impartial party for expulsion hearings and or special conferences with students and families when it is requested by the parent to assist with language barriers in understanding proceedings or specific documentation.

Discussion/Issues:
Interpreters are used during expulsion hearings when ASL interpretation is needed and the District is required to provide an impartial translator who is certified (in specific cases) and insured to interpret hearings/conferences and provide translation for the family.

Fiscal Impact:
Not to exceed $1,000 funded through Student Services Non-Instructional Consultants/Independent Contractors (Non-employees) account string.

Recommendation:
Stacy Cashman, Director, Student Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and Sign Up Interpreting Services, LLC to provide Interpreters/translators to student/families during expulsion hearings/conferences relative to Student Services on an as needed basis, effective January 20, 2022 through June 30, 2022, not to exceed $1,000 (01.0 00000.0 00000 72000 5850 7451000), and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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 20th of January, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", Sign Up Interpreting Services, LLC hereinafter referred and to as "Consultant."

Payee's Name Sign Up Interpreting Services. LLC Daytime Phone Number 657-464-4192

Email Address signupasl@gmail.com

Mailing Address P.O. Box 941 Sunset Beach, CA 90742

Sponsoring Administrator Stacy Cashman, Director Student Services

Board Approval Date January 20, 2022

Account String 010-00000-0-00000-72000-5810-745-1000

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 $ 1000.0 per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 1000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 20, 2022 and terminating on June 30, 2022 .
3. Payment Terms: Consultant will provide a detailed invoice for each instance not to exceed $1,000.00 for FY 21-22
4. Consultant will provide the following services:

   Consultant will provide interpreters/translators for Student Services expulsion conferences and hearings.

5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Assistant Sup. Ed Se

BUSD Authorized Signature/Title Date

Consultant Sign Up Interpreting Services, LL Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

BURBANK UNIFIED SCHOOL DISTRICT
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:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	January 20, 2022
SUBJECT:	Ratification of Agreement for Professional Services

Background:
Pursuant to Board Policy 3312, the Board of Education's designee, may contract with consultants to provide services that District staff is not able to provide.

Discussion/Issues:
The District has contracted with SignUp to provide American Sign Language interpreting to employees as needed.

Fiscal Impact:
The amount of the agreement is not to exceed $5,000.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services recommends that the Board of Education ratify the Consultant Agreement between the Burbank Unified School District and SignUp, to provide American Sign Language interpreting to employees, not to exceed $5,000 (01.0-00000.0-72000-5810-7552000), effective October 1, 2021 through June 30, 2022 and that authority to sign the agreement be exercised pursuant to BUSD – AR 3314, as presented.

SIGN UP
INTERPRETING SERVICES, LLC

PRICING AND POLICIES

(for Burbank Unified School District)

Sign Up Interpreting Services, LLC, provides interpreting to the community from the hours of 8:00am-5:00pm, Monday to Friday. After hours and weekend services may be provided upon special request.

STANDARD Rate:

For INTERPRETING requests made with more than two business days' notice
$75.00/hour per interpreter during the hours of 8:00am-5:00pm, Monday to Friday
For CAPTIONING requests made with more than two business days' notice
$115.00/hour per interpreter during the hours of 8:00am-5:00pm, Monday to Friday

WEEKEND / AFTER-HOURS Rate:

For INTERPRETING requests made with more than two business days' notice
$**95.00**/hour per interpreter for weekend/evening (after 5:00pm and prior to 8:00am)
For CAPTIONING requests made with more than two business days' notice
$**130.00**/hour per interpreter for weekend/evening (after 5:00pm and prior to 8:00am)

OVERNIGHT Rate:

For requests provided between the hours 10:00pm and 6:00am will have an additional charge of 25%/hr.

SPECIALTY Rate:

For requests made with more than two business days' notice
Special requests such as assignments of a complex nature, a third language, or those with a potential legal ramification may require two interpreters.
$125.00 - $200.00/hr per interpreter

EMERGENCY Rate:

For requests made with **less than** two business days' notice
Additional 25% per hour (2hr minimum) per interpreter/captioner

Any assignment exceeding two hours ~~**or of a complex nature** should be teamed with two interpreters/captionists. If an assignment lasts longer than two (2) hours and a team is unavailable, the un-teamed assignment will be billed at a rate equivalent to two (2) interpreters/captionists.~~ After, half hour increment charges will apply (exceptions are made for classroom settings).

Additional Conditions:

Mileage: Mileage will generally not be charged, however in special circumstances, mileage to and from the interpreter/captionist's home location may be assessed at the applicable IRS rate ONLY when preauthorized by the requestor (as in the case of interpreter/captionist reassignment).

Parking: BUSD may be charged a reimbursement fee (at cost) for any applicable parking fees needed to fulfill an assignment at an off campus location.

Reassignment: Dispatched interpreters/captionists will be reasonably available to relocate to an alternate assignment location so long as it is within the time constraints of the original assignment.

Travel: Any vehicular travel from one assignment location to another site will be considered standard travel time and billed at the corresponding hourly rate.

Cancellations must be made prior to two business days of the pre-arranged assignment; otherwise the whole of the pre-arranged time will be charged.

Billing / Invoices Payment is due at the time of services rendered. Invoices will be generated at the completion of the assignment and must be paid within 10 days of receipt. Minimum fee will be billed at twice the hourly rate per assignment.. Payment can be made to Sign Up Interpreting Svcs, LLC via check or money order. Other options may be available. Accounts past due will be subject to late charges as well as finance charges. If pursuit of collections is required, Client will be responsible for any retrieval or collection costs.

Client is responsible for providing a safe and secure access to Agency interpreters for any facilities in which services are to be provided. Client has an affirmative duty to warn Sign Up Interpreting Svcs, LLC ("Agency") of any safety concerns, health risks, or other dangers associated with providing interpreting services to Client. Client agrees to maintain industry standard liability insurance regarding visitors to its premises. Client will provide adequate direction and guidelines were appropriate to enable the Agency interpreter(s) to effectively provide services.

Agency will provide interpreters with skills consistent with industry standards. Client agrees to ensure that services are provided to the persons requiring such and agrees to indemnify, defend and hold harmless the Agency and any of its contractors, officers, owners and representatives from any damages, losses, liabilities or claims arising out of the services except for claims arising out of Agency's exemplary damages arising out of the services provided whether arising out of contract or tort, even if advised of the possibility of such damages. Agency disclaims any express or implied warranties regarding the services that are not contained in the pricing and policies.

This is an agreement entered into between the Client and Sign Up Interpreting Services, LLC ("the Agency"). By signing this agreement, the undersigned client representative agree that he/she has read and agree to the terms indicated for all future interpreting assignments by Sign Up Interpreting Services, LLC and its agents. The undersigned client representative also certifies that he/she is authorized to accept terms on behalf of the Client and constitutes acceptance of all the Rate, terms and policies set forth herein.

Client understands that Sign Up Interpreting Services, LLC is an independent Interpreting Agency and thus all parties involved are independent contractors and will be responsible for any taxes, deductions, etc. for payments received.

Client understands that this contract will supersede all other contracts made previously with Sign Up Interpreting Services, LLC and will expire only when a new contract is drawn.

Client/Business Name: _____

Signature: _____ Date: _____

Print Name: _____ Title: _____

Billing Information:

Contact Person: _____ Phone No. _____

Email address: _____ @ _____

Billing Address: _____

Please return a completed and signed form to SignUpASL@gmail.com or mail to PO Box 941, Sunset Beach, CA 90742. This form must be completed prior to any services provided.

Effective May 1, 2021 and supersedes any previous pricing and policies.

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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	January 20, 2022
SUBJECT:	Approval of Amended Consultant Agreement for Toby Black

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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:

Toby Black was previously approved as a consultant on October 7, 2021. The terms of the original Consultant Agreement were from August 30, 2021 through December 17, 2021. Due to the surge in COVID cases her services as a COVID Testing Coordinator need to be extended. The Consultant Agreement will need to be amended to extend services through May 31, 2022.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve an amended Consultant Agreement between Burbank Unified School District and Toby Black to provide non-instructional consultant services, effective August 30, 2021 through May 31, 2022, in the amount of $56,000 (01.0-58700.0-00000-31400-5850-7408000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

COVID TESTING COORDINATOR RESPONSIBILITIES

Data Management

- Reconcile parent authorization data with student info
- Manage opt-ins and opt-outs
- Develop testing schedules
- Develop weekly testing reports per site (# tested and results)

Training Process

- Identify team members for each site
- Identify level of access that each member will have for Primary.Health (access to protected health information)
- Review and print the Binax Binder PDF
- Ensure that team member completes training materials (readings and videos) for both CDPH and primary
- Ensure that team member has completed the confidentiality training (HIPAA video)
- Ensure that team members complete the CDPH Virtual Hands-On training
- Ensure that team members have completed the post-training quiz
- Ensure trainees sign training attestation form in Primary.Health

Ongoing responsibilities:

- Complete quality control procedures with each new lot in a shipment
- Maintain Quality Control Log
- Maintain Adverse Event and Product Deviation Log
- Schedule and coordinate trainings of new team members
- Update and maintain Binax Binder
- Submit electronic copies of the site training documents, Quality Control Log, test deviation reports or adverse event reports to CDPH via email to antigenlabdirector-reporting@cdph.ca.gov

Communication

- Review and manage reopening mailbox related to testing questions
- Draft weekly update messages for the community
- Coordinate and communicate the training process with sites
- Potentially assist the team with contact tracing

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 30 of August, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Toby Black hereinafter referred to as "Consultant."

Payee's Name Toby Black Daytime Phone Number (818) 415-1971

Email Address jdandtoby@yahoo.com

Mailing Address 1068 N Clyboum Ave, Burbank CA 91505

Sponsoring Administrator John Paramo

Board Approval Date ~~October 7, 2021~~ Amended January 20, 2022

Account String 01.0-58700.0-00000-31400-5850-7408000

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 $ 40 per hour☒/ per day ☐/ per session☐ for a total not to exceed $ ~~16,000.00~~ 56,000 **Amount to include speaking fee, mileage and any additional fees. May 31, 2022
2. The term of the Agreement shall be the period commencing on August 30, 2021 and terminating on ~~December 17, 2021~~ .
3. Payment Terms: Monthly payments determined by hours worked. Not to exceed 25 hours per week.
4. Consultant will provide the following services: 40

   COVID Coordinator - Will provide services that include data management, training, quality control and communication.
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.

BUSD Authorized Signature/Title — Date 8/26/21

Consultant Toby Black — Date 8 20 21

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

TOBY JANE BLACK
1068 N. Clybourn Avenue
Burbank, California 91505
818.415.1971
jdandtoby@yahoo.com

Independent and resourceful and well experienced in the areas of inventory, operations and merchandising. Strong quantitative and analytical skills, problem solving abilities and business background. Ability to work effectively in a team environment without supervision. Strong follow-through and prioritization skills, excellent communication skills, strong initiative and sense of urgency with proven abilities in multitasking and project management.

EXPERIENCE

Aug 2011- Present — STAY AT HOME PARENT
Intentional choice to break from my career to support my children as they began school. Heavy volunteerism at various schools including Booster Clubs, PTA, classrooms, etc. Emphasis on administration and fundraising.

Aug 2004 – Aug 2011 — TWENTIETH CENTURY FOX HOME ENTERTAINMENT
Century City, California

Senior Manager, VMI

- Support Vendor Managed Inventory (VMI) account teams through retail inventory management activities to maximize sales performance and productivity at retail while maintaining the highest operational standards for turns, in-stocks, returns, etc. - both as a hands-on and as a manager/leader member of the department.
- Create and run exception reports for managing forecasts, in-stocks, returns, etc.
- Oversee title life cycle, from new release fixtures to regular planograms.
- Assist in coordinating retailer reset processes, including but not limited to verifying planograms and store traits, providing order forecasts, selling down deleted titles, and creating the reset orders.
- Oversee and run replenishment orders on a daily basis.
- Work closely with distribution department in managing orders and priorities.
- Assist in developing forecasts and initial placement recommendations based on comparable titles sales performance.
- Work with outside information sources (e.g., Retail Link, ACNielsen, Market Navigator, etc.) to improve sales and inventory performance.

Senior Merchandising Manager

- Lead role in ensuring all Fox and Fox distributed product is merchandised to its best advantage at retail
- Manage all aspects of multiple 3rd Party Merchandising vendors, including providing daily communication and developing programs
- Provide Sales and Marketing support at the store level for Merchandised accounts
- Work with internal and multi-studio teams to continuously improve vendor and supply chain performance. Represent Merchandising on all internal Account Teams
- Serve as liaison between Fox internal account teams and 3rd party merchandising vendors on all merchandising–related issues including new release planning, resets, return pulls, title swap-outs, physical inventories, title and cycle counts, and all other processes as required
- Prepare and communicate detailed merchandising instructions to optimize product placement and execution
- Monitor and ensure compliance and resolve any execution issues
- Analyze sales and compliance data collected from weekly visits, trend data to identify areas of improvement and identify opportunities
- Perform ad-hoc reporting and analysis based on store level execution and compliance
- Management Reporting including preparation of weekly in-stock performance report and recap of all new release executions
- Utilize internal Fox systems and vendor websites to access data on a regular basis
- Actively participate and take lead on Multi-Studio Task Force teams to improve merchandising vendors and supply chain efficiencies
- Conduct store checks on a regular basis, hold merchandising roundtables, assist on resets

Merchandising Manager

- Assist in ensuring all Fox and Fox distributed product is merchandised to its best advantage at retail
- Manage all aspects of third party contracted merchandising service on behalf of Twentieth Century Fox Home Entertainment (main accounts: Wal-Mart, Best Buy, Circuit City, Kmart, Meijer, Shopko, Toys R Us
- Maintain daily communication with multiple 3rd party merchandising vendors and manage information flow into various teams within Fox Home Entertainment including: Sales, Sales Planning, Retail Marketing and Brand Marketing for aspects of daily business, issues and promotional planning
- On-going post mortem analysis of data and survey capture to determine sales lifts, optimal placement, trending. Analysis includes (but not limited to) day/week one zero sales identification, corrugate execution trending, promotional tracking, out of stock trending, competitive corrugate assignment, etc.

- Promotional planning from concept to execution for marketing and sales promotions at store level covering major programs and promotions as well as on-going catalog placement
- Maintain master log of product flow to various accounts and sync up with third party providers to ensure proper execution and data capture for weekly releases
- Multi-Studio Task Force member. Develop and maintain relationships with key competitors in order to continually evaluate merchandising processes and ensure efficiencies are discovered to support and bolster the entire category

1999 –2004 UNIVERSAL STUDIOS HOME VIDEO
Universal City, California
Merchandising Supervisor

- Supervise multiple aspects of third party contracted merchandising service on behalf of Universal Studios Home Video – main accounts: Wal-Mart, Kmart, Best Buy and Meijer
- Maintain daily communication with merchandising service providers, sales representatives and category management for aspects of daily business, issues and promotional planning
- Execute marketing and sales promotions at store level - including major programs and promotions as well as on-going catalog placement
- Perform post-mortem analysis to determine opportunities and strengths of execution. Analysis includes (but not limited to) day one zero POS for new releases, corrugate execution trending, promotional tracking, out of stock trending, competitive corrugate assignment, etc.
- Handle invoicing for major accounts, track CPU on a monthly basis, maintain efficient payment process, yearly budgeting and cost reduction analysis
- Ensure all merchandising service components are executed successfully at retail store level with increased focus on prominent new release products, POP placements, product returns and stocking replenishment products

Customer Service Account Representative

- Responsible for all direct contact with accounts – including Amazon.com, Costco and Meijer
- Managed all customer service issues and shipping discrepancies
- Direct involvement with warehouse staff and shipping companies to maintain and troubleshoot domestic shipping to each account
- Executed systems set-up for all titles and promos including UPC, costing, sticker pricing and individual account coding
- Daily interaction and strategic planning with Sales Team and Category Management for promotional planning and strategic placement and product mix at accounts
- Daily contact and relationships with key contacts at each account
- Full knowledge of ordering system (Legacy)

Executive Assistant to Vice President of Category Management and Direct Retail Planning

- Responsible for all department administration including day to day tasks and on going projects
- Analyze correlation of merchandising activity with sales
- Reconcile vendor invoices for retail specific corrugate and semi-permanent fixturing
- Verify third party merchandiser invoice
- Coordinate merchandising activity budgets using POS data
- Assist in coordination all activities of VMI video accounts including sales planning, forecasting and merchandising
- Strong familiarity with video departments in key retail accounts

1997 - 1999 ADVANCED ACCESS, INC.
San Diego, California
Account Manager

- Oversee the management of major accounts for direct marketing and distribution/fulfillment company including call center operations, projections, recruitment, training, internal and external communication and quality assurance
- Develop, revise and update new contract format for issuance to all clients present and future
- Act as a conduit between the company and its clients by ensuring that the company meet contractual obligations for ongoing programs to the clients' specification with supply of pertinent client information
- Participate in client prospecting and set up meetings by documenting and implementing new programs based on information gathered

EDUCATION

PEPPERDINE UNIVERSITY, MALIBU, CALIFORNIA
Bachelor of Science, Business Administration
Member, National Golden Honor Key Society

AFFILIATIONS

Various volunteer activities (fund raising activities), youth mentoring, church membership

Burbank Unified School District
Department of Student Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Stacy Cashman, Director, Student Services
PREPARED BY:	Stacy Cashman, Director, Student Services
SUBMITTED BY:	Lauren Dieter, Student Services, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Agreement for Consultant Services with Language Resources of America, LRA Interpreters Inc.

Background:
The District contracts with an interpreting company to provide an interpreter/translator as an impartial party for expulsion hearings and or special conferences with students and families when it is requested by the parent to assist with language barriers in understanding proceedings or specific documentation.

Discussion/Issues:
Interpreters are used during expulsion hearings when English is not their home language and the District is required to provide an impartial translator who is certified (in specific cases) and insured to interpret hearings/conferences and provide translation for the family.

Fiscal Impact:
Not to exceed $1,000 funded through Student Services Non-Instructional Consultants/Independent Contractors (Non-employees) account string.

Recommendation:
Stacy Cashman, Director, Student Services, recommends that the Board of Education ratify the agreement between Burbank Unified School District and LRA Interpreters, Inc., to provide Interpreters/ translators to student/families during expulsion hearings/conferences relative to Student Services on an as needed basis, effective January 20, 2022 through June 30, 2022, not to exceed $1,000 (01.0 00000.0 00000 72000 5850 7451000), and that the authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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 20th of January, 20 22 by and between the **Burbank Unified School District**, hereinafter referred to as "District", Language Resources of America, LRA Interpreters hereinafter referred and to as "Consultant."

Payee's Name Language Resources of America, LRA Interpreters Daytime Phone Number 818-861-7844

Email Address info@lrausa.com

Mailing Address 1405 N. San Fernando Road, #202, Burbank, CA 91504

Sponsoring Administrator Stacy Cashman, Director Student Services

Board Approval Date January 20, 2022

Account String 010-00000-0-00000-72000-5810-745-1000

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 $ 1000.0 per hour☐/ per day ☐/ per session☐ for a total not to exceed $ 1000.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on January 20, 2022 and terminating on June 30, 2022 .
3. Payment Terms: Consultant will provide a detailed invoice for each instance not to exceed $1,000.00 for FY 21-22
4. Consultant will provide the following services:

   Consultant will provide interpreters/translators for Student Services expulsion conferences and hearings.

5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Assistant Sup. Ed Se

BUSD Authorized Signature/Title Date

Consultant Language Resources of America Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req. Revised 06/19

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services for Special Education Student 960006990, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

The total not to exceed $8,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Professional Tutors of America for Special Education Student 960006990, not to exceed $8,000 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2021 through August 31, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 27th day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America Daytime Phone Number: 714-784-3454

Mailing Address: 3350 E. Birch Street, Brea, CA 92826 Email Address: rgordon@professionaltutors.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $80 per hour for a total not to exceed $8,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 11/23/2021 and terminating on: 08/31/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Professional Tutors of America will provide 100 hours of compensatory education for Student 960006990.

6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

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 the 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.

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

13. Communicate within twenty-four hours to Professional Tutors of America the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Professional Tutors of America from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Professional Tutors of America
Consultant/Company

ROBERT Gordon

Print Representative Name

CEO

Title

Signature

12/27/21

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to provide an Occupational Therapy IEE for Special Education Student 960034223, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $1,475.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Bright Beginnings for Kids, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $1,475 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 10th day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Bright Beginnings for Kids, Inc. hereinafter referred to as "Consultant."

Payee's Name: Bright Beginnings for Kids, Inc. Daytime Phone Number: 310-748-3897

Mailing Address: 3424 W. Carson St., Ste 230 Torrance, CA 90503

Email Address: debra@brightbeginningsforkids.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$1,475**
2. The term of the Agreement shall be the period commencing on: 01/21/2022 and terminating on: 05/31/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Bright Beginnings for Kids, Inc. will provide an occupational therpay IEE for Special Education Student 960034223.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
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 the 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.

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

13. Communicate within twenty-four hours to Bright Beginnings for Kids, Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Bright Beginnings for Kids, Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]
Paulette Koss
Print Representative Name

[redacted]
Director of Special Education
Title

[redacted]
Signature

[redacted]
Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Bright Beginnings for Kids, Inc.
Consultant/Company

[redacted]
Print Representative Name

[redacted]
Title

[redacted]
Signature

[redacted]
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to provide a functional behavioral IEE for Special Education Student 960034223, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $4,725.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Actum Clinical and Behavioral Services, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $4,725 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 6th day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Actum Clinical and Behavioral Services hereinafter referred to as "Consultant."

Payee's Name: Actum Clinical and Behavioral Services Daytime Phone Number: 818-338-6443 X700

Mailing Address: 23679 Calabasas, CA 91302

Email Address: mtaubman@actumservices.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$4,725**
2. The term of the Agreement shall be the period commencing on: 01/21/2022 and terminating on: 05/31/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Actum Clinical and Behavioral Services will provide a functional behavioral IEE for Special Education Student 960034223.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
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 the 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.

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

13. Communicate within twenty-four hours to Actum Clinical and Behavioral Services the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Actum Clinical and Behavioral Services from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Actum Clinical and Behavioral Services
Consultant/Company

[redacted]
Print Representative Name

Executive Director
Title

Signature

2-6-21
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to provide a Psychoeducational IEE for Special Education Student 960034223, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $5,500.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Gunn Psychological Services, Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960034223, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective January 21, 2022 through May 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
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CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 6th day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Gunn Psychological Services, Inc. hereinafter referred to as "Consultant."

Payee's Name: Gunn Psychological Services, Inc. Daytime Phone Number: 909-989-4055

Mailing Address: 8300 Utica Ave., Suite 245 Rancho Cucamonga, CA 91730

Email Address: drarratoonian@gunnpsych.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$5,500**
2. The term of the Agreement shall be the period commencing on: 01/21/2022 and terminating on: 05/31/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Gunn Psychological Services, Inc. will provide a psychoeducational IEE for Special Education Student 960034223.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
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 the 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.

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

13. Communicate within twenty-four hours to Gunn Psychological Services, Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Gunn Psychological Services, Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Gunn Psychological Services, Inc.
Consultant/Company

Print Representative Name

Title

Signature

12/7/21
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The purpose of the ratification of agreement for professional services is to hire an outside credentialed special education teacher (as a consultant) to provide educational support to the Language Enrichment Autism Program (LEAP). The consultant will assist with providing services, as specified in students' IEPs, assessments, writing the assessment reports and attending IEP's of Special Education Students.

Discussion/Issues:

The District is obligated to provide specialized academic instruction and assessments and to implement Individualized Education Plans (IEPs) for students who attend our schools. The District has been unable to secure a qualified temporary teacher or substitute. The District does not have current staff able to support the current caseload and is, therefore, contracting with one to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

Not to exceed $73,525.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between Burbank Unified School District and Ausin Texas Learning Group LLC LLC, to provide support to the Language Enrichment Autism Program (LEAP), not to exceed $73,525 (01.0-65000.0-50010-36000-5813-7440000), effective September 7, 2021 through March 4, 2022 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was October 7, 2021 effective September 7, 2021 through January 30, 2022, not to exceed $56,525. This amendment adds an additional $17,000 increasing the total not to exceed to $73,525. This amendment also extends the end date from January 30, 2022 through March 4, 2022.

Burbank Unified School District
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AMENDED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 3rd day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Ausin Texas Learning Group LLC hereinafter referred to as "Consultant."

Payee's Name: Ausin Texas Learning Group LLC .Daytime Phone Number: 800-846-5120 X114

Mailing Address: 10821 Red Run Blvd. #407 Owings Mills, MD 21117 .

Email Address: sean.hasan@atxlearning.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: ~~10/07/2021~~ 01/20/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **~~$56,525~~ $73,525**
2. The term of the Agreement shall be the period commencing 09/07/2021 and terminating ~~01/30/2022~~ 03/04/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Ausin Texas Learning Group LLC will provide a credentialed special education teacher for BUSD Language Enrichment Autism Program (LEAP) .
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
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 the 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.

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

13. Communicate within twenty-four hours to Ausin Texas Learning Group LLC the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Ausin Texas Learning Group LLC from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

[redacted]

Paulette Koss
Print Representative Name

[redacted]

Director of Special Education
Title

[redacted]

Signature

[redacted]

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Ausin Texas Learning Group LLC
Consultant/Company

[redacted]

Ausin Texas Learning Group LLC
Print Representative Name

[redacted]

Psychologist
Title

[redacted]

Signature

[redacted]

Date

Burbank Unified School
District Special Education
Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to provide interpreting and translation services for special education students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents whose IEPs require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

Fiscal Impact:

Not to exceed $134,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $134,000 (01.0-65000.0-57602-11901-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 17, 2021 for a total not to exceed $80,000. The District is obligated to provide interpreting and translation to special education students whose IEPs require it. This amendment adds an additional $54,000 to the agreement for a total not to exceed $134,000.

Burbank Unified School District
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AMENDED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 27th day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and LRA Interpreters, Inc. hereinafter referred to as "Consultant."

Payee's Name: LRA Interpreters, Inc. Daytime Phone Number: 818-861-7844

Mailing Address: 1608 W. Magnolia Blvd., Burbank, CA 91506 Email Address: org@lrausa.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022 ~~12/17/2020~~ Account Code: 01.0-65000.0-57602-11901-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate not to exceed ~~$80,000~~ $134,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 07/01/2021 and terminating on: 06/30/2022.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which LRA Interpreters, Inc. will provide interpreters/translators for special education students. Pursuant to LRA's 2021-2022 interpreting and translating fee schedule.

6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

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 the 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.

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

13. Communicate within twenty-four hours to LRA Interpreters, Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless LRA Interpreters, Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

LRA Interpreters, Inc.
Consultant/Company

Print Representative Name

Title

Signature

Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend an agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for the Special Education Student 960013929, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $5,500.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services recommends that the Board of Education amend an agreement between the Burbank Unified School District and Adriana Anaya PsyD., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013929, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 3, 2021 through April 1, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was June 3, 2021 effective June 3, 2021 through December 30, 2021, not to exceed $5,500. This amendment is to extend the end date from December 30, 2021 to April 1, 2022.

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 21st day of May 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and : Adriana Anaya, PsyD hereinafter referred to as "Consultant."

Adriana Anaya, PsyD	dradrianaanaya@gmail.com		562-204-6441
Payee's Name (Person or Company)	Email		Daytime Phone Number
Mailing Address: 13033 Penn St. Ste. 800	Whittier	CA	90602
	City	State	Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education

Print Name Title Signature Location

Board Approval Date: ~~06/03/2021~~ 01/20/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

WHEREAS, the District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants;
WHEREAS, the Consultant is especially trained, experienced and competent to provide such services;
WHEREAS, in consideration of the mutual promises of the parties, hereto, the District hereby retains the Consultant upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, upon said terms and conditions;
NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 5,500.
2. The term of the Agreement shall be the period commencing on 06/03/2021 and terminating on ~~12/30/2021~~ 04/01/2022.
3. Consultant will provide the following services:

   Consultant will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960013929. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

   ****Consultant will provide protocols to the District if needed for due process****
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Paulette Koss, Director of Special Education Date Consultant Date

Instructions: Consultant is to sign and return two copies to the sponsoring administrative site. After Board approval, return completed and signed forms to the Assistant Superintendent, Business Services for processing.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services for Special Education Student 960025051, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

The total not to exceed $4,000.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Professional Tutors of America for Special Education Student 960025051, not to exceed $4,000 (01.0-65000.0-57602-11900-5850-7440000), effective November 23, 2021 through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 27th day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America

Daytime Phone Number: 714-784-3454

Mailing Address: 3350 E. Birch Street, Brea, CA 92826

Email Address: rgordon@professionaltutors.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022

Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $80 per hour for a total not to exceed $4,000 **Amount to include speaking fee, mileage and any additional fees.

2. The term of the Agreement shall be the period commencing on: 11/23/2021 and terminating on: 06/30/2023.

3. Payment Terms: Net 45 Days

4. District desires to enter into an Agreement in which Professional Tutors of America will provide 50 hours of compensatory education (math, writing and reading for Student 960025051.

6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.

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 the 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.

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

13. Communicate within twenty-four hours to Professional Tutors of America the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Professional Tutors of America from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Professional Tutors of America
Consultant/Company

Robert Gordon

Print Representative Name

CEO

Title

Signature

12/27/21
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement for professional services for Special Education Student 960035872, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

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

Fiscal Impact:

There is no cost to the District as funds will be paid from the Alternative Dispute Resolution Grant.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Professional Tutors of America for Special Education Student 960035872, at no cost to the District (01.0-65360.0-57602-11900-5850-7440000), effective December 9, 2021 through August 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 9th day of December 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America Daytime Phone Number: 714-784-3454

Mailing Address: 3350 E. Birch Street, Brea, CA 92826 Email Address: rgordon@professionaltutors.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022 Account Code: 01.0-65360.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $80 per hour for a total not to exceed $5,600 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 12/09/2021 and terminating on: 08/30/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Professional Tutors of America will provide compensatory education in the areas of reading, writing and math for Student 960035872.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
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 the 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.

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

13. Communicate within twenty-four hours to Professional Tutors of America the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Professional Tutors of America from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Professional Tutors of America
Consultant/Company

ROBERT GORDON

Print Representative Name
CEO

Title

Signature

12/27/21
Date

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Paulette Koss, Director of Special Education and Psychological Services
PREPARED BY:	Paulette Koss, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify an agreement for professional services to provide a Auditory-Verbal Assessment and IEE for Special Education Student 960010470, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $1,300.

Recommendation:

Paulette Koss, Director of Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Speech Bananas Inc., to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960010470, not to exceed $1,300 (01.0-65000.0-57602-11900-5850-7440000), effective January 4, 2022 through March 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

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

RATIFIED CONSULTANT AGREEMENT

TERM OF AGREEMENT

This Agreement, made and entered into this 4th day of January 2022 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Speech Bananas Inc. hereinafter referred to as "Consultant."

Payee's Name: Speech Bananas Inc. Daytime Phone Number: 562-354-6043

Mailing Address: 3840 Woodruff Ave., Ste. 211 Long Beach, CA 90808

Email Address: jreeder@speechbananas.com

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 01/20/2022 Account Code: 01.0-65000.0-57602-11900-5850-7440000

The District is authorized pursuant to Education Code section 35160 and Government Code Section 53060 to contract for the services of consultants.

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

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

The parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a total not to exceed **$1,300**
2. The term of the Agreement shall be the period commencing on: 01/04/2022 and terminating on: 03/31/2022.
3. Payment Terms: Net 45 Days
4. District desires to enter into an Agreement in which Speech Bananas Inc. who will provide an Auditory-Verbal Assessment and IEE for Special Education Student 960010470.
6. The Consultant shall provide a clear and concise invoice noting the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
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 the 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.

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

13. Communicate within twenty-four hours to Speech Bananas Inc. the details of any incident, which may result in a complaint against any Personnel regarding professional services given by the Personnel.

14. The District agrees to indemnify, defend and hold harmless Speech Bananas Inc. from any and all negligence and all liabilities, claims, losses, costs, damages and expenses resulting or arising from or connected with the services rendered by the District, its agents, independent contractors, employees or servants pursuant to this contract.

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

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

INDEMNIFICATION

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

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

ARBITRATION

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

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

ACKNOWLEDGED AND AGREED TO

District:

Burbank Unified School District
District/Company Name

Paulette Koss
Print Representative Name

Director of Special Education
Title

Signature

Date

ACKNOWLEDGED AND AGREED TO

Consultant:

Speech Bananas Inc.
Consultant/Company

JENNIFER REEDER
Print Representative Name

DIRECTOR
Title

Signature

1/5/22
Date

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, Senior Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Student Affiliation Agreement– Stanbridge University

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Background

The purpose of the Student Affiliation Agreement with Stanbridge University is to provide students with field experience through practice in schools and classes. Qualified students will receive field experience for Occupational and Physical Therapy from staff who is qualified to provide teaching and clinical supervision.

Pursuant to the provisions of Section 44227 of Education Code, the governing board is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution.

Discussion/Issues

This program builds a relationship with Stanbridge University, which expands the pool of qualified Occupational Therapists and Physical Therapists. The District will provide support through field experience for students of the University who are qualified for such assignments.

Fiscal Impact

None

Recommendation

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the Student Affiliation Agreement between the Burbank Unified School District and Stanbridge University to provide educational field experience, effective January 21, 2022 and until terminated upon mutual consent of both parties (or a date. i.e. through May, 1, 2023), and that authority to sign the Agreement be exercised pursuant to BUSD – AR 3314, as presented.

CLINICAL EDUCATION AGREEMENT

This **STUDENT AFFILIATION AGREEMENT** (hereinafter called the "Agreement") is entered into contract on_____, between Stanbridge University and its campuses, whose main campus is located at 2041 Business Center Drive, #107, Irvine, CA 92612, (hereinafter called "University") and (company name) _____ whose principal place of business is located at _____(hereinafter called the "Rehab Provider".)

WHEREAS, the University has a curriculum in Occupational Therapy and Physical Therapy and field experience is a required and integral component of the curriculum;

WHEREAS, the University desires the cooperation of Rehab Provider in implementing field education programs in Occupational Therapy and Physical Therapy ("Programs") for Occupational and Physical Therapy students of the University ("Students");

WHEREAS, Rehab Provider employs or otherwise contracts with Physical Therapists/Assistants and Occupational Therapists/Assistants who are qualified to provide teaching and clinical supervision ("Therapists") to the Students at the Program;

WHEREAS, Rehab Provider provides therapy at licensed facility(s) and desires to implement the Program at facility so that Students may obtain appropriate clinical training under the direction and supervision of the Therapists.

WHEREAS, University and Rehab Provider wish to work together in implementing the Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and Rehab Provider enter into this Agreement on the terms and conditions set forth below.

A. University Rights and Responsibilities

1. To establish the educational objectives for the Program and to implement the Program pursuant to these objectives.

2. To assign Students to Rehab Provider who meet the University's requirements and qualifications to participate in the Program.

3. To appoint a Fieldwork/Clinical Coordinator to administer the University's responsibilities related to the Program and to oversee the Students' field/clinical experience at Rehab Provider.

4. To establish and maintain ongoing communication with the Fieldwork/Clinical Educator, as defined below, regarding the Program.

5. To confirm that Students obtain and maintain adequate health insurance coverage during the time that Students participate in the Program and to provide evidence of such coverage to Rehab Provider upon request.

6. To provide to Students orientation regarding universal precautions, Bloodborne Pathogens and HIV/AIDS.

7. To direct the assigned Students to comply with the existing pertinent rules and regulations of the Rehab Provider and all reasonable directions given by Therapists and qualified Rehab Provider personnel.

8. To assume responsibility for providing grades to the Students in connection with the Program.

9. To ensure that all Students have: (i) annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within normal limits; (ii) a Hepatitis B Series or a signed waiver declining immunization; and (iii) current CPR certification.

B. <u>Rehab Provider Rights and Responsibilities</u>

1. To cooperate with University in establishing and implementing the Program at appropriate facility.

2. To provide a qualified Therapist to act as the Rehab Provider supervisor (Fieldwork/Clinical Educator) for each Student participating in the Program. Selection of Fieldwork/Clinical Educator will be mutually agreed upon by the University and Rehab Provider prior to the commencement of each clinical experience. Fieldwork/Clinical Educator will be responsible for the supervision of Students at all times while Students are at the facility. Fieldwork/Clinical Educator's responsibilities include the following:

   - Orient the Student to the Rehab Facility;
   - Monitor Student's attendance and meet with Student at regular intervals;
   - Submit a final evaluation report of the Student's activities; and
   - Any other responsibilities mutually agreed upon by the parties.

3. No person shall act as Fieldwork/Clinical Educator without the prior written approval of the University. In the event the Fieldwork/Clinical Educator subsequently becomes unacceptable and University so notifies Rehab Provider in writing, Rehab Provider will replace such individual with another Fieldwork/Clinical Educator mutually agreed upon by University and Rehab Provider.

4. To provide Therapists who will arrange for field experiences in accordance with the mutually agreed upon goals and objectives of the Program. On-site visits will be arranged when feasible and/or upon request by the University. Rehab Provider shall advise the University of any changes in its Therapists, operation or policies that may materially affect the Students' field/clinical experiences or the Program.

5. To ensure that all Therapists who provide services at the Program under the terms of this Agreement are Physical Therapists/Assistants or Occupational Therapists/Assistants licensed to practice Physical or Occupational Therapy in the State in which they work, and who otherwise are competent and duly qualified to provide teaching and clinical supervision services to the Students at the Program. The names and qualifications of all Therapists who will be providing services at the Program under this Agreement shall be provided to University prior to the clinical participation of the Student. Any changes to that list must be approved in advance and in writing by University.

6. To ensure that Therapists provide Students with duties commensurate with the Students' skills and experience.

7. To comply with all federal, state, and local laws and ordinances concerning human subject research if Students participate in a research program as part of a research team.

8. To provide the assigned Students with copies of the Rehab Provider's existing pertinent rules and regulations with which the Students are expected to comply.

9. To request the University to withdraw a Student from the Program at facility when Student's performance is unsatisfactory to Rehab Provider or Student's behavior is disruptive to Rehab Provider or its patients. Rehab Provider shall state its reasons for requesting a Student withdrawal in writing to the Program Director. It is understood that except as set forth in paragraph B.11 below, only the University can withdraw a Student from the Program.

10. To immediately remove any Student who poses an immediate threat or danger to personnel or the quality of services provided by Rehab Provider. Fieldwork/Clinical Educator shall notify Stanbridge University prior to removing the Student.

C. <u>General Provisions</u>

1. <u>Non-discrimination</u>. The parties shall make no distinction or discriminate in any way among Students covered by this Agreement on the basis of race, color, sex, creed, age, handicap or national origin.

2. <u>Coordination of Program</u>. The parties shall use best efforts to establish the educational objectives for the Program, devise methods for its implementation and continually evaluate to determine the effectiveness of the field experience.

3. <u>Student Not Employees</u>. The parties hereto agree that the Students are fulfilling specific requirements for field experience as part of the degree requirement and, therefore, the Students are not to be considered employees or agents of the University, Rehab Provider or related

facilities for any purpose, including Workers' Compensation or employee benefit programs. Students will not be compensated for time, travel, housing, or food during their clinical experience at Rehab. Provider.

4. Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, comprehensive general liability insurance for Rehab Provider and, for Contractor and University, professional liability insurance and comprehensive general liability insurance. The comprehensive general liability insurance shall have a minimum coverage of two million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The professional liability insurance shall carry a single limit coverage of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. Upon written request, any party hereto shall provide another party with a certificate evidencing such coverage.

5. Indemnification. Each party agrees to indemnify and hold harmless the others from and against any and all claims, costs, actions, suits judgments, damages, liabilities, losses, or expenses ("Costs"), which arise or are asserted against or imposed upon or incurred by the party seeking indemnification ("Indemnitee") as a consequence of any negligent or wrongful act or omission by the party from whom indemnification is sought ("Indemnitor") or any employees, agents, or contractors of the Indemnitor. This provision will survive termination of this Agreement. Nothing in this Agreement will be construed to limit the indemnity or contribution rights that the parties may have under law.

6. Term. This Agreement shall be effective for a period of one (1) year when executed by all parties. This Agreement will be automatically renewed annually unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term, or unless terminated in accordance with paragraph 7 below. Contracts are reviewed at least every three years by the Physical Therapy Assistant Program.

7. Termination. This Agreement may be terminated by any of the two (2) parties with or without cause upon thirty (30) days written notice, provided that all Students currently enrolled in the Program with Rehab Provider at the time of notice of termination shall be given the opportunity to complete the Program with Rehab Provider with the cooperation of all parties hereto.

8. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) or if the AAA is not available, any nationally recognized arbitration service. The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute to contest any arbitration award may be heard or tried only in the courts of the State of California and the County in which the Facility is located or the appropriate Federal District Court. Each of the parties hereby waives any defense of lack of in personam jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. All

parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses.

9. No Agency. All parties acknowledge that each is an independent contractor to the other, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and no party shall so hold itself out. No party hereto shall have the right to obligate or bind any other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

10. Assignment. No party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University, Contractor and Rehab Provider.

11. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.

12. Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

13. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express (or other nationally recognized overnight courier) to the address as given herein, or such addresses as may be designated from time to time during the term of this Agreement.

14. Authority to Sign. The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

15. No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

16. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

17. Entire Agreement. This Agreement, in conjunction with the Stanbridge University PTA Addendum fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement or it's Addendums, shall

be valid unless set forth in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement.

18. Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement. Nothing in this Section shall require any party to waive the attorney-client, accountant-client, or any other applicable legal privilege.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement will be effective when executed by all parties.

UNIVERSITY

Stanbridge University

By: _____ Date: _____

Yasith Weerasuriya

President and CEO of Stanbridge University

REHABILITATION PROVIDER

_____

(company name)

By: _____ Date: _____

(name and title of authorized signee)

STUDENT AFFILIATION AGREEMENT

ADDENDUM

REHAB PROVIDER STANDARDS

The box marked on this Addendum shall include those standards that are applicable to the Agreement, and the responsibility for the cost of meeting the standards.

☐ **Other Immunizations:**
(a.) COVID-19. If requested by Rehab Provider, the Student must be able to submit proof or record of COVID-19 vaccination.

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Rick Vonk, Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Extension of Agreement for Professional Services with AMS.NET (Special Use Funds)

Background:
The District has many mission-critical technology systems and staff to support those systems, allowing systems to function smoothly and promptly address issues. Two mission-critical positions were vacated by staff in June and July 2021. With the departure of these positions and the inability to find replacements, the District needs temporary support while these positions are filled.

On July 15, 2021, the Board of Education approved an agreement with AMS.NET for support services to assist the District in supporting mission-critical systems.

District-Wide Goals for 2021-2022:
4. Maintain efficient and effective operations

Discussion/Issues:
AMS engineers have successfully supported district systems on an as-needed basis. Due to these vacancies, the District seeks to extend the agreement by adding additional hours to the AMS contract. The District must have readily available resources to assist in maintaining the District's technology infrastructure in supporting students and staff throughout the District.

Fiscal Impact:
The fiscal impact is $32,000 for support services using funding from unfilled positions. AMS.NET pricing is based on their piggyback contract under Merced County FOCUS, contract #2021092.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends the Board of Education approve an extension to the agreement with AMS.NET for professional services, not to exceed $32,000, (01.0-00000.0-00000-77000-5850-7732000) (Special Use Funds), and authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Customer Price Quote

Customer

Burbank Unified School District
1900 W Olive Ave
Burbank CA, 91506-2438 US
ATTN: Rick Vonk

Ship To

Burbank Unified School District
1900 W Olive Ave
Burbank, CA 91506-2438
ATTN: Rick Vonk

Quote Description

128 Hour pFLEX - Onsite

FOCUS 2021092

Quote #	**#Q-00058424**
Project #	96084
Modified	12/9/2021
Account Mgr.	Greg Jaramishian
AM Phone	(562) 236-5325
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	1/8/2022

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
1	**AMS-MS-FLEX2-PRE-20** $5,000 Block of Premium Flex Support Hours - 20 Hours	AMS.NET	6.00	$5,000.00	$30,000.00
2	**AMS-MS-FLEX2-PRE-10** $2,500 Block of Premium Flex Support Hours - 8 Hours - Additional	AMS.NET	1.00	$2,000.00	$2,000.00

Order Summary

Subtotal	$32,000.00
Adjustment	$0.00
Estimated Taxes	$0.00
Total	**$32,000.00**

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your

AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

MERCED COUNTY

May 18, 2021

To: All Federal, State and Local Governmental Entities

After a comprehensive, formal request for proposal process, the County of Merced is proud to announce the Fast-Open Contracts Utilization Services (FOCUS) Program contract with AMS.NET, Inc. This contract, as authorized by the Board of Supervisors, is available for use through May 17, 2024, by any federal, state, county, city, school or special district public jurisdiction that enters into an agreement with the County.

This special relationship brings together government and a premier telecommunications technology solutions provider, AMS.NET, Inc., in a joint effort to offer entities, nationally, the opportunity to procure their technology needs through a pre-established flexible procurement contract. FOCUS Contract No. 2021092 is specifically designed to be a long-term alliance so as to ensure that your systems and service needs will continue to be met well into the future.

The County of Merced and AMS.NET, Inc. are dedicated and committed to assisting you in creating the most cost effective, efficient, and performance telecommunications technology solutions for your jurisdiction. Our standard is excellence in systems, services, and customer satisfaction.

Sincerely,

Daron McDaniel
Chairman

Board of Supervisors

Rodrigo Espinoza
Supervisor, District One

Josh Pedrozo
Supervisor, District Two

Daron McDaniel
Supervisor, District Three

Lloyd Pareira
Supervisor, District Four

Scott M. Silveira
Supervisor, District Five

James L. Brown
County Executive Officer

Merced County
Administration Building
2222 "M" Street
Merced, CA 95340
(209) 385-7366
(209) 726-7977 Fax
www.countyofmerced.com

Equal Opportunity Employer

Striving for Excellence

Merced County FOCUS Contract Procurement Instructions

The Merced County FOCUS Contract assists schools and governments to procure competitively bid technology and eliminate much of the cost and time associated with the bid process. Organizations can quickly purchase technology brands they prefer at great prices.

Merced County FOCUS Contract #2021092

Manufacturers Represented:

Advanced Network Devices
Aerohive Networks/Extreme
APC
Arecont
Arista Networks
AtlasIED
Avigilon
Baicells Technologies
Barracuda
Brocade
Cisco Systems
Cohesity
Eaton
Exacq Vision
Extron
Fortinet
FrontRow
HALO
HP/Aruba
IBM
Lightspeed Systems
Meraki
Microsoft
Nimble Storage
Palo Alto Networks
Pure Storage
Qognify/OnSSI
Rubrik
Ruckus Wireless/Brocade/Commscope
Singlewire Software
Syn-Apps
Tintri
Tripp Lite/Eaton
Valcom
Veeam
Verkada
VMware
Zoom Video Communications
Structured Wiring
Maintenance/Professional Services

Electronic Catalog/Pricing:

The electronic catalog includes the manufacturers, products, pricing, and professional services offered by AMS.NET as part of the FOCUS contract. The electronic catalog includes the manufacturers that AMS.NET is authorized to resale, implement, and provide on-going support services. Please reference the electronic catalog for pricing.

To Order:

1. Complete a joint powers agreement with Merced County.
   (Agreements are accomplished by referencing AMS.NET's FOCUS contract number #2021092 on the purchase order, forwarding original to AMS.NET and providing an information copy to the Merced County Department of Commerce, Aviation & Economic Development via U.S. Mail, facsimile, or email.)
2. Issue a Purchase Order to AMS.NET with the FOCUS contract number #2021092 clearly stated.
3. Forward the original Purchase Order to AMS.NET
4. Mail a copy of the Purchase Order to:
   Merced County Department of Commerce, Aviation & Economic Development- FOCUS Contract
   2507 Heritage Drive, Atwater, CA 95301
5. Send AMS.NET Confirmation of the copy being mailed to Merced County Department of Commerce, Aviation & Economic Development.
6. The order is processed.

AMS.NET
Technology Solution Provider

MERCED COUNTY FOCUS CONTRACT

Contract Description

For Public Entities: The Fast Open Contracts Utilization Services (FOCUS) program established over a decade ago, and under State of California procurement guidelines (Gov. Code 25330-25338), is a competitively bid procurement vehicle for counties, cities, schools, special districts as well as Federal and State governments to use in the direct purchase of their technology needs through established public entity (County) contracts. The multiple award FOCUS program is offered throughout California and nationally. The purpose of this FOCUS RFJVP is to provide the means for counties, cities, schools, special districts and other government entities in California and nationally to purchase their needed technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power.



MERCED COUNTY

Board of Supervisors

Rodrigo Espinoza
Supervisor, District One

Josh Pedrozo
Supervisor, District Two

Daron McDaniel
Supervisor, District Three

Lloyd Pareira
Supervisor, District Four

Scott M. Silveira
Supervisor, District Five

James L. Brown
County Executive Officer

Merced County
Administration Building
2222 "M" Street
Merced, CA 95340
(209) 385-7366
(209) 726-7977 Fax
www.countyofmerced.com

Equal Opportunity Employer

May 18, 2021

To: All Federal, State and Local Governmental Entities

After a comprehensive, formal request for proposal process, the County of Merced is proud to announce the Fast-Open Contracts Utilization Services (FOCUS) Program contract with AMS.NET, Inc. This contract, as authorized by the Board of Supervisors, is available for use through May 17, 2024, by any federal, state, county, city, school or special district public jurisdiction that enters into an agreement with the County.

This special relationship brings together government and a premier telecommunications technology solutions provider, AMS.NET, Inc., in a joint effort to offer entities, nationally, the opportunity to procure their technology needs through a pre-established flexible procurement contract. FOCUS Contract No. 2021092 is specifically designed to be a long-term alliance so as to ensure that your systems and service needs will continue to be met well into the future.

The County of Merced and AMS.NET, Inc. are dedicated and committed to assisting you in creating the most cost effective, efficient, and performance telecommunications technology solutions for your jurisdiction. Our standard is excellence in systems, services, and customer satisfaction.

Sincerely,

Daron McDaniel
Chairman

Striving for Excellence

Rules/Regulations

Shipping Costs- Shipping charges are paid by AMS.NET.

For More Information

AMS.NET Contract Contact
Thomas Vasconi, Director of Sales

Phone: 925-245-6128
Email: tvasconi@ams.net

<iframe style="display:none;visibility:hidden" width="0" height="0"
src="https://www.googletagmanager.com/ns.html?id=GTM-TLFP4R"></iframe>

PUBLIC NOTICE MERCED COUNTY RFP #7370 The County of Merced is soliciting responses for the FAST OPEN CONTRACTS UTILIZATION SERVICES (FOCUS REQUEST FOR PROPOSAL (RFP). FOCUS is a competitively bid, multiple award technology procurement program for counties, cities, schools, special districts as well as Federal and state governments to use in the direct purchase of their technology needs. Contracts may be awarded to multiple suppliers. The RFP is subject to the terms and conditions listed in the RFP. Submissions are due no later than 2:00pm local time on January 15, 2021. Additional information may be found at: https://www.countyofmerced.com/84/Purchasing-Bids Publish: OC Register December 18, 25, 2020, Jan. 1, 8, 13, 2021 11431375

Post Date: 12/18 12:00 AM
Refcode: #0011431375-01 iPrint

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AGREEMENT FOR SPECIAL SERVICES

MERCED COUNTY
CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and AMS.NET, Inc., a Delaware corporation, located at 502 Commerce Way, Livermore, California, 94551 (hereinafter referred to as "Contractor").

WHEREAS, County desires to retain Contractor to perform the services in connection with the Fast Open Contracts Utilization Services (FOCUS) pursuant to Government Code Sections 25330 - 25338; and,

WHEREAS, Contractor represents it has considerable knowledge and experience relating to the performance of such services; and,

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

1.1 FOCUS Program Overview

The purpose of this FOCUS Agreement will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed telecommunications technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category.

1.2 FOCUS Program Design for Contractor

The program design shall incorporate the principles as they apply to the following awarded telecommunications technology categories:

Communications Services:

- Call Center Solutions (with ACD)
- Emergency Notification Solutions (Reverse 911)
- Engineering/Consulting Services

- Integrated Voice Response (IVR)
- Voice over Internet Protocol (VOIP)
- Unified Messaging (UM)
- Telecommunications Systems (PBX)
- Telephone Handsets
- Voice Mail Solutions
- Wireless Voice Communication Services

Infrastructure:
- Battery Backup Systems
- Cabling Services
- Energy Auditing and Management Solutions

Enterprise Mobility Solutions:
- Mobile Device Management
- Mobile Applications

Maintenance Services

Network and Enterprise Security Solutions:
- Firewall and Virtual Private Network (VPN)
- Intrusion Detection/Prevention Solutions
- Network, Host and Enterprise Management Solutions
- Video Solutions
- Wireless Solutions (Wi-Fi)

E-Government:
- Web Monitoring and Filtering Solutions

Enterprise Systems:
- Virtualization (Servers)
- Virtual Desktop Infrastructure (VDI)
- Anti-Virus, Spam, Spyware Solutions
- Data Encryption Products and Services
- Server, Storage and Data Management Products
- Telepresence/Video Conferencing

Training Solutions

Consulting Services

Other Goods and Services

1.3 Services

Contractor shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A - County's Request for Proposal #7370
Exhibit B - Contractor's Responding Proposal

Services shall include all activities of Contractor necessary to its performance of the work included in the scope herein described and shall perform all services as an independent contractor; not as an agent or employee of the County.

In the performance of Contractor's duties to perform such services, Contractor's services include, but are not limited to, the following:

a. Provide telecommunications products and services, using a competitively bid procurement tool, to public entities nationally.

b. Offer superior products and services, at competitively bid prices, to insure public entity telecommunications goals are being achieved.

c. Service FOCUS needs in specifically awarded telecommunications technology categories as listed in Section 1.2.

1.4 Contractor Commitments

a. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur.

b. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed ten percent (10%) of the total price of the Purchase Order.

c. Merced County reserves the right to receive and process all orders at a future date.

d. Corporate level management support and resource commitment to the FOCUS Program.

e. Corporate level dedication to at least a California marketing program.

f. Corporate level commitment to their sales force in promoting the FOCUS Program and rewarding successes.

g. An aggressive marketing strategy.

h. Excellence in customer support and service.

i. A commitment to use local providers and/or contracted services where a corporate presence does not exist.

j. A product and service quality assurance program that meets or exceeds industry excellence standards.

k. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

l. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.

m. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.

n. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.

o. Product, service, and installation excellence to any location that meets industry's highest standards.

p. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.

q. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.

r. All contractors offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC is required.

s. All products offered as a part of FOCUS must meet or exceed the specifications of the referenced brands.

1.5 Mandatory Administrative Requirements

a. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within fourteen (14) business days of order.

b. Quarterly and annual sales reports.

c. A product/service document, paper or electronic — to be produced at least four (4) times per year. Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.

d. Price increase/price decline policies. All price reduction changes must be published within seventy-two (72) hours.

e. Quarterly Administrative fees for Merced County.

f. Subcontractor list (See Agreement Attachment 1).

g. Ordering (including invoices, payments, taxes on sales and services, and return procedures), reporting, and reconciliation procedures (See Agreement Attachment 2).

h. Support services including help desk phone numbers.

i. Warranty statements.

j. Point of contact including phone/fax/e-mail information.

2. TERM

The term of this Agreement shall commence on the 18th day of May, 2021, and continue until the 17th day of May, 2024, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE", or "CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

3. ADMINISTRATIVE FEES

Contractor agrees to pay Merced County administrative fees in accordance with the following schedule on a quarterly basis. Payment is to be made not later than thirty (30) days following the end of the quarter (April 30, July 31, October 31, January 31).

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
$0 - $2,000,000	1%
$2,000,000+	0.5%

4. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as public agency) located in the State of California or any other state shall have the option of participating in any award made as a result of this proposal at the same prices, F.O.B. destination, and terms and conditions. The public agency shall make purchases in their own name, have deliveries made to their facilities, and be responsible for tax liability and payments directly to the Contractor. The public agency will hold harmless the County from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of this Contract.

Public Agencies may not qualify vendors for their contract offerings by using FOCUS Terms and Conditions.

5. PROGRAM UTILIZATION REQUIREMENTS

In order for a public agency to utilize FOCUS contracts, the public agency must first complete an agreement with Merced County. Agreements are accomplished by referencing vendor's specific FOCUS contract number on each public agency's purchase order, forwarding original to Contractor, and providing an information copy to the Merced County Department of Community and Economic Development via U.S. Mail, fax, or e-mail. For ordering, reporting, and reconciliation procedures, see Agreement Attachment 2.

6. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o Director Community & Economic Development Merced County 2222 M Street Merced, CA 95340	Contractor AMS.NET, Inc. Robert Tocci President 502 Commerce Way Livermore, CA 94551

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

7. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on County's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary

funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than ten (10) calendar days after the County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County prior to the final date for which funding is available. In the alternative, County and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, if funding is provided to the County in the form of promises to pay at a later date, whether referred to as "government warrants", "IOU's", or by any other name, the County may, in its sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

9. TERMINATION FOR CAUSE

The County may terminate this Agreement and be relieved of making any payments to Contractor and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs to the County shall be deducted from any sum otherwise due the Contractor and the balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

11. INSURANCE

A. Prior to the commencement of work, and as a precondition to this Agreement, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements on each policy as required in this section. Each certificate of insurance shall specify if Contractor has a self-insured retention (SIR), and if so, Contractor shall be required to provide the entire policy of insurance with which it has an SIR and/or deductible. All deductibles and SIRs shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the County Risk Manager.

1. Commercial General Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual

property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage not less than $2,000,000 per occurrence, and sufficient to cover, the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Contractor.

B. INSURANCE CONDITIONS

1. Insurance is to be primary and non-contributory with any insurance of the County and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the County Risk Manager.

2. Each of the above required policies shall be endorsed to provide the County with thirty (30) days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

3. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

4. If the Contractor uses Sub-Contractors or others to perform work under this Agreement, such Sub-Contractor or other persons shall be Named Insured or Additionally Insured to the Contractor's required insurance coverage, or required by the Contractor to comply with equivalent insurance and conditions of this Section.

12. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractor and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

13. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to Contractor, or its subcontractors and employees, if any.

It is mutually agreed and understood that Contractor, its subcontractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, subcontractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

14. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

15. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

16. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings,

plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

17. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

18. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. PRICING

If the FOCUS partnering contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same or similar goods or services under similar quantity and delivery conditions and terms and conditions of purchase to the State of California or any county, municipality or district of the state at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to Merced County and the FOCUS users up to and including date of shipment from Contractor's shipping point.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or subcontractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of

California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

22. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

27. SUCCESSORS IN INTEREST

All the terms, covenants, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed,

political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950 and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase if goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

Signature page to follow

COUNTY OF MERCED

By _____
Signature

Daron McDaniel
Chairman, Board of Supervisors

MAY 18 2021
Dated

AMS.NET, Inc.

By _____
Signature

Diana Monaghan
Vice President

5/7/2021
Dated

APPROVED AS TO FORM
FORREST W. HANSEN
MERCED COUNTY COUNSEL

By _____
Jeff Grant, Deputy County Counsel IV

ATTACHMENT 1
SUBCONTRACTORS

3M
Aamstrand Ropes & Twine
AMS ProServ
Advanced Network Devices
Aerohive Extreme
Allen Tel Products
American Polywater Corporation
APC
Arecont Vision Costar
Arista Networks
Arrow Wire & Cable
AtlasIED
Avigilon
Barracuda
Baicells Technologies
Barracuda Networks
Belden
BLF Corporation
Berk-Tek
BlackHawk Labs
BLF Corporation
Brother International
Cablofil Inc.
Chatsworth Products
Circa
Cisco
Cohesity
Commscope
Cooper B-Line Systems
Corning Optical Communications
Damac
DAP Products Inc.
Eaton
eNet Components
Erico
Exacq Technologies
Extron
Fluke
Fortinet
FrontRow
Greenlee

HALO
Hoffman
HPE Aruba
Hubbell Premise Wiring
IBM
Ideal Industries
Ilsentech
Leviton Manufacturing
L.H. Dottie Co.
Lightspeed Systems
Maxcell
Microsoft
Middle Atlantic Products
Mohawk Cable Solutions
Nimble
Oberon, Inc.
OCC
Ortronics
Paige Datacom Solutions
Palo Alto Networks
Panduit
Platt Electric Supply
Preformed Line Products
Pure Storage
Qognify
Quiktron, Inc.
Rubrik
Ruckus Brocade
Siemon
Singlewire Software
Specified Technologies Inc.
Superior Essex
Syn-Apps
TE Connectivity
TerraWave
Tintri
Total Cable Solutions
Tripp Lite
Valcom
Veeam Software
Verkada
VMware
Wiremold
Zoom Video Communications

ATTACHMENT 2
ORDERING, REPORTING, AND RECONCILIATION PROCEDURES

ORDERING:

To order from the FOCUS Contract, Contractor needs:

1. A public agency purchase order (P.O.), stating the FOCUS Contract Number, made out to Contractor.
2. Confirmation that a copy of the P.O. has been sent to County via U.S. Mail, fax or email.

Contractor can receive information in the following ways: U.S. Mail, fax or email:

US mail:
AMS.NET
Sales/FOCUS Contract orders
502 Commerce Way
Livermore, CA 94550

Fax:
925-245-6150

Email:
sales@ams.net

Upon receiving the above, Contractor will proceed with the ordering of the equipment delivered to Contractor for delivery to the customer. The Order Administrator will also send a copy of the P.O. to the County.

REPORTING AND RECONCILIATION:

Contractor will report to County on a quarterly basis. The report and associated fees will be sent by Contractor no later than the 30th of the month, following the end of the quarter (January 30th, April 30th, July 30th, October 30th) to the County via overnight carrier. Copies of P.O.'s will also be included.

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Rick Vonk, Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Agreement with AreyJones for Lightspeed Content Filtering Licenses (General Fund)

Background:
On March 19, 2020, the Board of Education approved an agreement with Insight Financial Services for Lightspeed Relay Content Filtering, District-wide.

District-Wide Goals for 2021-2022:
4. Maintain efficient and effective operations.

Discussion/Issues:
Content filtering is required for all K-12 school districts to comply with the Children's Internet Protection Act (CIPA) and is required to qualify for E-Rate funding.

Additional Lightspeed licenses are required for newly purchased Chromebooks, and laptops purchased this year, so they are filtered for inappropriate content.

Fiscal Impact:
The fiscal impact is $14,112 for 4,200 licenses for 18 months.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and AreyJones to provide Lightspeed Content Filtering, not to exceed $14,112 (01.0-32130.0-11100-10000-5840-7409000) (General Fund), effective December 15, 2021, through June 30, 2023, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

1055 6th Ave #101
San Diego, California 92101

(800) 998-9199

Lightspeed Systems

Description		Qty	Unit Price	Ext. Price	Tax
FLTR-0	**Lightspeed Filter (Term: 18 mo.)**	4200	$2.07	$8,694.00	N
CLRM-0	**Lightspeed Classroom Management (Term: 18 mo.)**	4200	$1.29	$5,418.00	N

Price Subtotal: **$14,112.00**

1055 6th Ave #101
San Diego, California 92101

(800) 998-9199

JS 57042 BUSD Lightspeed Licenses 12.13.21

Prepared by:

Arey Jones Educational Solutions

Erica Eichmann
800-998-9199
erica.eichmann@areyjones.com
Contract:
NON-CONTRACT Non-Contract
NA

Prepared for:

Burbank Unified School District

510 S. Shelton Street
Burbank, CA 91506
Rick Vonk
(818) 729-3400
rickvonk@burbankusd.org

Quote Information:

Quote # 057042.1

Quote Date: 12/13/2021
Expiration Date: 01/12/2022
Product Category:

Quote Summary

Description	Amount
Lightspeed Systems	$14,112.00

Non-taxable Subtotal:	**$14,112.00**
Grand Subtotal:	**$14,112.00**
Grand Total:	**$14,112.00**

Burbank Unified School District
Technology Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Rick Vonk, Director of Information Technology and Education Support Services
SUBMITTED BY:	Lourdes Moya, Administrative Secretary
DATE:	January 20, 2022
SUBJECT:	Approval of Agreement with T-Mobile for Project 10 Million for Hotspots (General Fund)

Background:
The COVID-19 pandemic resulted in student/teacher online education and distance learning. Chromebooks were distributed to students and staff for use at home. The district purchased hotspots at education discounted pricing through T-Mobile for staff and students without home internet access.

District-Wide Goals for 2021-2022:
4. Maintain efficient and effective operations.

Discussion/Issues:
The district purchased 1,950 hotspots throughout the pandemic from T-Mobile under their education program at $20 per hotspot with unlimited data.

T-Mobile is now offering a new program called Project 10 Million, helping reduce district monthly costs by $5 per hotspot with unlimited data. This new agreement offers reduced monthly costs at $15 per hotspot.

Fiscal Impact:
The district will save $9,750 per month, or $117,000 annually, by moving all hotspots to the new Project 10 Million agreement. The new yearly cost will be reduced to $351,000 from $486,000. Reduced pricing started in November.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and T-Mobile for Project 10 Million to reduce hotspots costs and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

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T-Mobile Project 10Million Agreement (Program)

This T-Mobile Project 10Million Agreement (Program) ("**Agreement**"), which will be effective as of the date the second Party signs this Agreement below ("**Agreement Effective Date**"), is made by and between T-Mobile USA, Inc., a Delaware corporation ("**T-Mobile**" or "**Contractor**"), and Burbank Unified School District, a(n) California School District, with its principal place of business at 1900 W Olive Ave, Burbank, CA 91506-2438 ("**Customer**").

1. **Underlying Agreement**. Customer agrees to accept/purchase wireless mobile Services and/or Devices from T-Mobile, and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer's acceptance/purchase and use of the Services will be governed by this Agreement and the NASPO ValuePoint Contract No. MA176 and applicable Participating Addendum ("**Master Agreement**").

   (a) The terms and conditions of this Agreement or the Master Agreement will not be modified or superseded by any terms and conditions in a Customer-generated Purchase Order. Purchase Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.

2. **Term; Termination**. Unless terminated under the terms of this Section 2, the term of this Agreement will continue for as long as there is a line of Service that is active under this Agreement ("**Term**"). Subject to the termination rights below, each line of Service activated under this Agreement (regardless of rate plan selected) will have a service term of up to 60 months from date of activation of such line of Service ("**Base Service Period**"). During a line's Base Service Period, such line may be migrated from its then-current rate plan listed in Section 4 below to any other rate plan listed in Section 4 below (a "**Plan Migration**"). Plan Migrations will be implemented by T-Mobile by no later than the first day of the second billing month after the billing month during which the Plan Migration was ordered by Customer.

   This Agreement and/or any active line of Service hereunder may be terminated: (i) for cause pursuant to the terms of this Agreement and/or the Master Agreement (and if this Agreement is terminated for cause by T-Mobile, then T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service); or (ii) upon mutual written agreement by the parties (and in the event this Agreement is terminated upon mutual written agreement of the parties, T-Mobile also may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties); or (iii) by Customer for convenience upon 30 days' prior written notice to T-Mobile (and in the event this Agreement is terminated by Customer for convenience, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties; or (iv) after August 31, 2025, by T-Mobile upon 30 days' prior written notice to Customer (and in the event this Agreement is terminated pursuant to this subclause, T-Mobile may, at its option, terminate all or a portion of the then-existing lines of Service, unless otherwise agreed in writing by the parties).

   In the event the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term of this Agreement, T-Mobile may enter into a follow-on master agreement for the period after termination or expiration of the Master Agreement (a "**New Master Agreement**"), in which case the New Master Agreement will be substituted for the existing Master Agreement for the remainder of the Term, and the terms and conditions of the New Master Agreement shall supersede and replace the terms of the existing Master Agreement. In the event that the Master Agreement is terminated or expires and is not renewed prior to the expiration of the Term, and T-Mobile does not enter into a New Master Agreement, then Customer and T-Mobile will (i) mutually agree to amend this Agreement in order to transition it under another available master agreement to be substituted for the Master Agreement; or (ii) enter into a mutually agreeable alternative agreement to be substituted for the Master Agreement.

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Notwithstanding anything to the contrary in this Agreement, following the expiration of a line's Base Service Period, T-Mobile will continue to provide the Services to Customer for such line under the pricing, discounts and other terms and conditions set forth in this Agreement, or, with 30 days' advance notice to Customer, at standard list pricing, until either party provides 30 days' advance written notice to terminate the Service for such line.

3. Eligibility and Related Rules. The following end-user eligibility and related requirements apply with respect to the Services and Devices provided under this Agreement:

a. An eligible end-user recipient of the Devices and Services ("**Eligible Student**") must be a K-12 student: (i) enrolled in a school within Customer's school district (if Customer is a school district) or enrolled in the school (if Customer is a school); and (ii) participating in the National School Lunch Program at the time of such student's receipt of the Device and activation of Service, as evidenced by [a National School Lunch Program Letter or other official authorization documentation] (and T-Mobile may from time to time make commercially reasonable requests to Customer to have Customer confirm/verify to T-Mobile that each Eligible Student identified by Customer does or did in fact meet the eligibility requirements of an Eligible Student);

b. Customer may allocate a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household (subject to the right to provide Supplemental Devices, as noted in Section 4 below); and

c. (i) Each line of Service under this Agreement comes with a Device and can only be linked to such Device, unless otherwise requested by Customer in writing and agreed to in writing by T-Mobile in accordance with 3(c)(ii) below. Any Customer-provided devices must be compatible with T-Mobile's Service.

□ (ii) Pursuant to this Section 3 and in connection with the Line Limit in Section 5 below, Customer has specifically requested and T-Mobile approves that Customer will utilize 1,946 Customer-provided devices in lieu of receiving a free hotspot Device from T-Mobile. Customer certifies that such Customer-provided devices are compatible with T-Mobile's Service. T-Mobile agrees, as needed and requested, to provide up to one SIM/eSIM card for each such Customer-provided device.

4. Offer/Pricing.

Program Rate Plan	Service Commitment	Monthly Recurring Charge/Line	Features[1]	Device Cost (Hotspot)[3]	Device Cost (Tablet or other Wi-Fi enabled device)[4]
Project 10Million Core Plan	Month-to Month	$0	Up to 100GB of high- speed data per year per line	$0	[at T-Mobile Cost]
Project 10Million $12 100GB per Month Plan[2]	Month-to-Month	$12	Up to 100GB of high- speed data per month per line	$0	[at T-Mobile Cost]
Project 10Million Month-to-Month Unlimited Plan[2]	Month-to-Month	$15	Unlimited on device 4G LTE data	$0	[at T-Mobile Cost]

[1] During congestion, customers may notice speeds lower than other customers due to data prioritization. Video typically streams at DVD quality (480p). Limited time offer; subject to change. Available lines are limited. Intended for student mobile connectivity. Must verify student National School Lunch Program eligibility. 1 offer per household. Confirm your program can accept free equipment and/or service. Roaming not available. Annual data service ends at earlier of 100GB or 365 days. Monthly data service ends at 100GB on $12 plan. Roaming not available. **Video streams** at up to 1.5Mbps. Optimization may affect speed of video downloads; does not apply to video uploads. For best

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performance, leave any video streaming applications at their default automatic resolution setting. **Coverage** not available in some areas. **Network Management:** Service may be **slowed, suspended, terminated, or restricted** for misuse, abnormal use, interference with our network or ability to provide quality service to other users, or significant roaming. During congestion the small fraction of customers using >50GB/mo. may notice reduced speeds until next monthly cycle due to data prioritization. See T-Mobile.com/OpenInternet for details. See **Terms and Conditions** www.T-Mobile.com for additional information.

[2] Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling $1.16 per data only line ($0.15 for RPF & $1.01 for TRF) apply to the $12 and $15 rate plans above.

[3] This free hotpot offer is subject to inventory availability. Specific hotspot device type(s) provided to Customer is at T-Mobile's discretion.

[4] For each free Hotspot provided in connection with Project 10Million, Customer is entitled to purchase up to a maximum of five tablets or other Wi-Fi enabled devices ("**Supplemental Devices**") at a price equal to T-Mobile's cost for the Supplemental Devices. Supplemental Devices must only be allocated to the household that was allocated the initial, free hotspot Device. This Supplemental Device offer is subject to inventory availability and specific type of Supplemental Devices offered are at T-Mobile's discretion. Please contact your Account Representative for more details.

* Prices do not include applicable taxes and surcharges, and do not include any applicable CALNET administrative fee of 2.5%, which will be paid by Customer (provided that prices for Project 10Million Core Plan and associated free hotspot devices do include applicable taxes and surcharges).

5. **Total Line Eligibility and Line Limits**. Customer is eligible for a combined total of 1,946 lines of Service using the plans in Section 4 above (with an accompanying free hotspot Device for each line of Service) pursuant to this Agreement (the "**Line Limit**"), based on a maximum of one free hotspot Device (with associated line of Service) to a maximum of one Eligible Student per household. Line Limits are based on the number of students eligible for the National School Lunch Program ("**Qualifying Headcount**"). Customer certifies and attests to T-Mobile that any information provided by Customer to T-Mobile regarding Qualifying Headcount is true and accurate. Notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right to establish Project 10Million Program participation limits at the Customer or overall Program level in its sole discretion.

6. **Device Warranties**. T-Mobile is not the manufacturer of Devices and does not provide direct product warranties. As a general matter, however, to the extent that Customer receives/purchases any Devices from T-Mobile, T-Mobile passes through any warranty provided by the Device manufacturer, which warranty is typically one (1) year from the date of receipt/purchase.

7. **Seed Stock/Replacement Devices**. In addition to the Line Limit, Customer also may request, subject to T-Mobile's approval, a limited surplus of Devices in connection with an order placed by Customer under this Agreement ("**Seed Stock**"). The Seed Stock amount, if approved, will not exceed a maximum of 1% of the total number of free hotspot Devices ordered pursuant to this Agreement. Seed Stock will be provided to Customer on an as-needed basis and is to be used solely for the replacement of any Devices that are lost, stolen, damaged, or defective.

8. **Additional Requirements.**

a. **Ordering; Activation**. All lines of Service (and accompanying free hotspot Devices) within Customer's Line Limit (i.e., the entire Line Limit) must be ordered by Customer in no event later than 30 days after the Agreement Effective Date), and in accordance with the terms of the Master Agreement. Customer's failure to order its total Line Limit within this 30-day period may, in T-Mobile's sole discretion, result in termination of the unordered portion of the Line Limit.

b. **Customer Certifications; Student ID Numbers**. Customer, and not T-Mobile, is solely responsible for identifying and verifying Eligible Students. Customer certifies and attests to T-Mobile that: (i) Customer will allocate Devices and Services only to Eligible Students that have been verified with reasonable certainty by Customer as being eligible under the Project 10Million program (i.e., each end-user recipient of a Device/Service meets the eligibility requirements in Section 3 above); and (ii) Customer has not, and will not, allocate more than one line of Service and one associated free hotspot Device per Eligible Student

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household (subject to right to purchase and distribute Supplemental Devices). For each line of Service/free hotspot Device, Customer will provide T-Mobile a Student ID # ("**Student ID Number**") associated with such line of Service/Device.

c. **No Duplication of Devices/Services.** A student may not participate in Project 10Million through both the T-Mobile retail/consumer/Individual-Liable channel and pursuant to this Agreement. Customer will cooperate in a commercially reasonable manner and in good faith with T-Mobile, to help ensure that: (i) Customer will not identify or permit as an Eligible Student any student that is already participating in Project 10Million through T-Mobile's retail/consumer/Individual Liable channel; and (ii) Customer provides T-Mobile with timely Student ID Number information to assist T-Mobile in enforcing the prohibition that no Eligible Student participating in Project 10Million through this Agreement is permitted to participate in Project 10Million via T-Mobile's retail/consumer/Individual Liable channel.

d. **E-Rate and Related Compliance**. Customer, and not T-Mobile, is responsible for ensuring Customer's compliance with FCC, USAC or Other Funding Source rules and regulations, Customer's applications for support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

e. **Device and Account Ownership; Customer Device Management Policy**. Customer acknowledges and agrees that Customer, and not any Eligible Student, is the sole owner of the Devices. Customer is and will remain the accountholder for any account(s) associated with the Devices. As such, Customer acknowledges and agrees that neither Eligible Students nor any other third parties are entitled to any information about the account including, but not limited to usage information. In addition, as between Customer and T-Mobile, Customer is solely responsible for maintaining and implementing its own device management policy governing use of the Services and Devices by its Eligible Students (in all cases subject to the terms and conditions of this Agreement) (a "**DMP**"). Customer's DMP may address, among other things, an Eligible Student's obligation, if any, to return a Device to Customer if certain conditions established by Customer are triggered (e.g., an Eligible Student no longer is a student in Customer's school district or school, and therefore must return his or her Device to Customer for reallocation to another Eligible Student to use for the remainder of the Base Service Period associated with the returned Device; or an Eligible Student must return his or her Device in the event Customer terminates this Agreement and the Eligible Student's line of Service also has been terminated as a result). Customer's DMP will, in any event, contain an acknowledgement and agreement from Eligible Students that (i) Eligible Students do not and will not have any contractual or account relationship with T-Mobile pursuant to this Agreement, and (ii) Eligible Students are not third-party beneficiaries of this Agreement and will not have any legal or equitable right, remedy or claim under or with respect to this Agreement.

f. **Migration to Other Rate Plans/Terms Concurrent**. In the event one or more lines of Service under this Agreement are migrated to an alternative rate plan ("**ARP**") outside of this Agreement/Project 10 Million prior to the end of such line(s)' Base Service Period ("**ARP Migrated Line(s)**"), and subsequently such ARP Migrated Lines are migrated back to a plan(s) under this Agreement, then such line(s) of Service are eligible only for the remaining 60-months left on their original Base Service Period, which shall have continued to run concurrently with the period of time spent on the ARP. For illustration purposes only, if a Project 10Million line of Service migrates to an ARP after 2-years, is on the ARP for 2-years and then migrates back to a Project 10M rate plan, then there will be a remainder of 1-year on the Base Service Period.

g. **Compliance with Applicable Law**. Customer certifies and attests to T-Mobile that Customer is and will be authorized to accept and/or purchase the Services and Devices in accordance with applicable federal, state, and local laws, rules, and regulations (including, without limitation, all applicable ethics and procurement laws, rules, and regulations).

h. **Third-Party Content**. T-Mobile is not responsible for any third-party content.

i. **Privacy**. If Customer allows end users under the age of 13 to use the Services, Customer and T-Mobile agree to the terms and representations contained in the "COPPA Notice Addendum" attached as Exhibit A to this Agreement. Customer, and not T-Mobile, will be fully responsible for any claims relating to Customer's failure to: (i) properly notify Eligible Students about any data collection and/or monitoring of use of the Services and Devices; or (ii) collect any necessary consent relating to an Eligible Student's use of the Services and Devices.

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j. **Resale**. Customer acknowledges and agrees that this is an agreement for use only by Customer and Eligible Students as set forth in this Agreement. Neither Customer nor Eligible Students may resell or lease Services and/or Devices.

k. **No Third-Party Beneficiaries**. Nothing expressed or referenced to in this Agreement will be construed to give any person or entity (including, without limitation, Eligible Students) other than Customer and T-Mobile (or their permitted successors and assigns) any legal or equitable right, remedy or claim under or with respect to this Agreement.

9. Prepayment. Customer may, at its option, prepay in whole or in part Customer's total fee commitment for Services and Devices for the Renewal Term. With respect to any such prepayment (or any other related payment), Customer is solely responsible for ensuring Customer's compliance with all applicable Federal, State and Local funding source and procurement laws, rules and regulations (including, without limitation, laws, rules and regulations under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and Customer represents and warrants compliance with the same.

10. Emergency Connectivity Fund; SPI Invoicing. If Customer is participating in the Emergency Connectivity Fund (ECF) program in connection with this Agreement, Customer is solely responsible for ensuring Customer's compliance with all applicable ECF program-related laws, rules, regulations and terms and conditions of participation. Additionally, if Customer has requested that T-Mobile invoice the federal government for reimbursement of the discountable amounts of the ECF equipment and services (i.e., the SPI invoicing method), Customer has read and agrees to the terms and conditions of the Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation attached as Exhibit B.

In Process

11. Primary Contacts: The primary contact individuals for this Agreement are as follows (or their named successors):

T-Mobile/Contractor

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Email:	David.Bezzant@T-Mobile.com

For Legal Notice – send a copy to:

Name:	Legal Department – Sales & Distribution, T-Mobile USA, Inc.
Address:	12920 SE 38th Street, Bellevue, WA 98006

Customer:

Customer Name/Contact:	Burbank Unified School District/ Rick Vonk
Address:	1900 W Olive Ave, Burbank, CA 91506-2438
Telephone:	(818) 729-3404
Email:	rickvonk@burbankusd.org

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This Agreement is executed by each Party's authorized representative as of the date of the Agreement Effective Date.

Customer: Burbank Unified School District	**Contractor: T-Mobile USA, Inc.**
Signature:	Signature:
Printed Name: Debbie Kukta	Printed Name:
Title: Assistant Superintendent, Administrative Services	Title:
Date:	Date:
	Reviewed and Approved by: _____ T-Mobile USA, Inc. Legal Representative

In Process

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EXHIBIT A

COPPA Notice Addendum

T-Mobile is providing Customer with direct notice of its data collection, use and disclosure practices set forth below that relate to the Service(s). Customer has read this notice, consents on behalf of parents and guardians of children under 13 to the collection, use and disclosure practices described below, and authorizes T-Mobile to engage in such practices.

Direct Notice of T-Mobile's Data Collection, Use, and Disclosure Practices

We need your consent to collect personal information from your child(ren) in connection with the Project 10Million service. We will not collect, use, or disclose any personal information from children under 13 if you do not provide such consent. This privacy notice describes the personal information we collect and how we use it. The Federal Trade Commission has stated that a district or school may consent to such data collection, use, and disclosure on behalf of the parent or guardian to the extent such data collection, use, and disclosure is to provide services solely for the benefit of the school.

In addition to collecting student identification numbers for onboarding and verification purposes, T-Mobile intends to collect the following personal information from your child(ren):

- Data Usage: T-Mobile tracks quantity of broadband internet data usage to have that usage total counted against the 100 GB per year of free broadband internet access. As part of delivering this service, T-Mobile also receives the IP address associated with the websites visited.
- Unique identifiers: T-Mobile collects a device and network identifier to authenticate the device on our network and provide the service.
- Bandwidth data: T-Mobile may share device-level bandwidth data with the educational institution at the educational institution's specific request, to allow the educational institution to stay informed on devices that exceed applicable data usage/streaming limits.

T-Mobile uses this personal information only to provide internet connectivity and perform internal analytics. T-Mobile may disclose this personal information to its service providers for assistance in delivering the service, and they must treat this information as confidential and use it only for the purposes for which T-Mobile engaged them. T-Mobile will not disclose information that may be associated with your child to any other entities.

Please be advised that T-Mobile provides connectivity to the general internet through the Project 10Million service. That connectivity allows children to access websites that may involve data collection by third parties. T-Mobile is not responsible for the data collection activities of these third parties and you should carefully monitor your child's use of the service.

For more information, please visit our Project 10Million Privacy Notice in "Our Privacy Policies" at https://www.t-mobile.com/privacy-center/our-practices.

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EXHIBIT B
Emergency Connectivity Fund
Service Provider Invoice (SPI) Affirmation

T-Mobile U.S. Inc. (NASDAQ: TMUS) America's supercharged Un-carrier, is participating in the Emergency Connectivity Fund (ECF), a $7.17 billion, federally funded, program that will help schools and libraries close the Homework Gap by providing funding for the reasonable costs of laptop and tablet computers; Wi-Fi hotspots; modems; routers; and broadband connectivity purchases for off-campus use by students, school staff, and library patrons in need during the COVID-19 pandemic.

ECF allows for participating schools and libraries to seek reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). T-Mobile is participating in the SPI invoicing method for this program.

If requested to do so by the school or library, T-Mobile is willing to invoice the federal government rather than the school or library for payment. You must specify at the application stage which invoicing method you would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of T-Mobile's willingness, and may use this statement as an affirmation that T-Mobile is participating in SPI when completing your Form 471. We affirm our willingness to participate in the SPI invoicing method subject to the following:

In Process

Prior to the start of service and receipt of equipment, if any, Customers who select the SPI invoicing method will enter into and execute an applicable T-Mobile services contract for the provision of ECF broadband connectivity services. T-Mobile will file the SPI Form to request reimbursement for the discountable amounts of the ECF eligible equipment and services. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision. Until the Universal Service Administrative Co. (USAC) has issued a funding commitment, Customer agrees to pay the balance in full as billed by T-Mobile. Customer must elect SPI to be billed only the non-discounted portion. Customer account credits applied may be estimates subject to true-up in a later billing period. Customer is responsible for all charges incurred until and unless ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other ECF program amounts unfunded, including equipment. Also, Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract, net of any subsidy.

For more information about ECF, please refer to the FCC ECF or USAC ECF websites.

T-Mobile SPIN #:143026181

T-Mobile FRN #: 0004121760

T-Mobile DUNS #: 06-852-8376

T-Mobile Tax ID: 91-1983600

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Ratification of Award of Contract, Reliable Floor Covering Inc., Furnish and Install Flooring in Ten Classrooms, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project") over two (2) years, including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
The District received a proposal dated December 22, 2021 from Reliable Floor Covering Inc., to furnish and install flooring in ten (10) classrooms in the new classroom building at Disney Elementary School. Work is to be completed in January 2022.

Fiscal Impact:
$65,642 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify an award of contract between Burbank Unified School District and Reliable Floor Covering Inc., to furnish and install flooring for ten new classrooms for the Two-Story Modular Building Project at Walt Disney Elementary School, effective December 22, 2021 through December 22, 2022, not to exceed $65,642 (213-00000.0-91008-85000-6250-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

December 22 , 2021

Burbank Unified School District
510 So. Shelton St.
Burbank, Ca. 91506
Cell: 805-732-4896
Email: larrycross @burbankusd.org

Attn: Larry Cross
Re: Walt Disney School
New classroom Bldg., 10 classrooms
Dear Larry:

The following is the bid proposal for Walt Disney School, New classrooms, 10 classrooms.

Scope of Work: Furnish and install LVP style "Rigid Core Vantage" color "Camargo Oak-Sand Dollar" in 10 classrooms of the new building. Furnish and install Burke 4" rubber base color #564 Smoke. Furnish and apply Ardex SDF Feather Finish at the welded middle seam in each room. Furnish and install 6mil Poly in ground floor rooms only.

Total price tax included: $65,642.00

Customer Approval_____Date_____

Sincerely,

Jon Rumkin

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Acceptance of Notice of Completion, Sportsfield Specialties Inc., Furnish and Install Tennis Court Netting and New Baseball Field Pads, John Burroughs and Burbank High School (Special Reserve)

Background:
The District sought to replace the failed netting at the Tennis Courts at John Burroughs High School and to replace the pad coverings at both Burbank High and John Burroughs Baseball Fields.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
The District received a proposal dated May 5, 2021 from Sportsfield Specialties Inc., to install tennis court netting and new baseball field pads John Burroughs and Burbank High School. Work was completed during summer 2021.

Fiscal Impact:
$18,749 (Special Reserve)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Furnish and Install Tennis Court Netting and New Baseball Field Pads at Burbank and John Burroughs High School, PO# 22000447, not to exceed $18,749, Special Reserve, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

$5,624.70 Burbank High School (400-00000.0-00000-85000-6170-431-0000)
$13,124.30 John Burroughs High School (400-00000.0-00000-85000-6170-432-0000)

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM : Debbie Kukta, Assistant Superintendent, Administrative Services

PREPARED BY: Larry Cross, Director of Facilities

SUBMITTED BY: Crystal Cozakos, Facilities, Operations and Construction Technician

DATE: January 20, 2022

SUBJECT: Approval of Additive Change Orders No.2-5, Santa Clarita Concrete, Site & Structural Concrete, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
Burbank Unified School District issued a Notice Inviting Bids for Bid 2021-003, a multi-prime contract for the Two-Story Modular Building Project at Walt Disney Elementary School. There were eight (8) big packages in total. The District and Lundgren Management, General Construction Manager, received and opened the bids on Thursday, February 18, 2021.
Qualifying Bids for Site & Structural Concrete, 2021-003-03, received were as follows:

	Bid Proposal Amount	Alternate
Santa Clarita Concrete	$448,900	$58,700
Reyes Electrical Contractor Inc.	$488,988	$100
RCCI dba Ramirez Company	$500,000	$36,000
Inland Building Construction Companies Inc.	$505,800	$-13,000
MVC Enterprises Inc.	$621,000	$94,000
Toby B. Hayward Inc.	$648,784	$7,500

District-Wide Goals for 2021-2022:

4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
On March 4, 2021, the Board of Education approved to award the contracts to the bids that were recommended by Lundgren Management; Santa Clarita Concrete was selected for the site concrete and structural concrete for the permanent modular classroom building and sitework project at Walt Disney Elementary School.

On October 7, 2021, the Board of Education approved additive change order No.1 to cover the slurry that was added to the restroom building to achieve the required elevation, that was not included in the initial scope.

Financial Impact:
$12,671.18 increase for a revised total of $523,142.88 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve additive change orders No.2-5 between Burbank Unified School District and Santa Clarita Concrete for the Site & Structural Concrete for the Two-Story Modular Building Project at Walt Disney Elementary School, not to exceed $523,142.88 (21.3-00000-0-91008-85000-6230-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The increased amount of $12,671.18 for change orders No.2-5, bringing the total not to exceed amount to $523,142.88, is for the additional expenses due to the following: embed delays/delay of contract by SilverCreek; fabrication of missing stair bolt templates; installation of missing trim bars; and removal and reinstallations of incorrectly placed and non-compliant staircase bolts.

CHANGE ORDER

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework	Change Order No.: SCC - 002	Date: 08/30/21

CONTRACTOR: Santa Clarita Concrete

ITEM NO.	PCO NO.	CHANGE DESCRIPTION	AMOUNT
01	SCC 002	Additional expenses related to the delay in manufacturing and delivering structural embeds by Silver Creek. This chage order request includes days where crew showes up and no embeds were delivered, short deliveries that caused short work days, time unloading embeds that arrived FOB, as well as time spent adjusting rebar to allow for placement of late embeds in areas where rebar was already installed.	$ 9,887.97

CONTRACT PRICE ADJUSTMENT

Original Contract Price	$ 507,600.00
Net Change by Previously Authorized Change Orders	$ 2,871.70
Adjusted Contract Price Prior to This Change Order	$ 510,471.70
Amount of This Change Order INCREASE	$ 9,887.97
Amount of This Change Order (DECREASE)	$ -
New Adjusted Contract Price Including This Change Order	$ 520,359.67

CONTRACT TIME ADJUSTMENT

1. X No time adjustment.
2. ___ Add ___ compensable days.
3. ___ Deduct ___ compensable days.
4. ___ Add ___ non-compensable days.
5. ___ TBD: Critical path Analysis to be Submitted.
6. ADJUSTED CONTRACT TIME: _____

This Change Order is enforceable and binding only if: (i) executed on behalf of the Construction Manager, Architect, Contractor and District and (ii) approved by the District's Board of Trustees. The Contract TIme and Contract Price adjustments of Change Order are the full and final adjustments for the items/work subject to this Change Order. The Contractor releases any other right or claim to adjustment of the Contract Price or Contract TIme for the items/work subject to this Change Order; the foregoing includes waiver of rights under Civil Code §1542.

Submitted By CONTRACTOR: 8/31/21

Signature — Date

Curtis Marzinzik — Manager

Printed Name — Title

Reviewed By ARCHITECT: Vincent Petito 9-1-2021

Signature — Date

Vincent Petito — *Architect of Records*

Printed Name — Title

Reviewed By CONSTRUCTION MANAGER: 9/1/21

Signature — Date

Claudenice McCalister — *Project Manager*

Printed Name — Title

Reviewed By DISTRICT:

Signature — Date

Larry Cross — *Dierector of Facilities*

Printed Name — Title

Approved Following Board of Trustees Approval:

Signature — Date

Printed Name — Title

PROPOSED CHANGE ORDER (PCO)

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework **DSA PROJECT NO.:** 03-119964 **PROJECT REFERENCE NO.:** 2021-003 **BID PACKAGE NO.:** 2021 - 003-03 - Site Concrete & Structural Concrete	**PCO No.:** SCC-002 **CCD No.:**	**Date:** 08/30/21

OWNER: **Burbank Unified School District** **510 S Shelton Street** **Burbank, CA 91506-2818** **Phone: (818)-729-5503** **E-Mail: larrycross@burbankusd.org**	**CONTRACTOR:** **SantaClarita Concrete** **16164 Sierra Highway** **Santa Clarita, CA 91390** **Phone: (661) 298-4585** **E-Mail: curtis@santaclaritaconcrete.com**

Summary of change(s) in the Work per the approved D-CCD:

1) Additional expenses related to the delay in manufacturing and delivering structural embeds by Silver Creek. This change order request includes days where crew showed up and no embeds were delivered, short deliveires that caused short work days, time unloading embeds that arrived FOB, as well as time spent adjusting rebar to allow for placement of late embeds in areas where rebar was already installed.

Final Contract Price Adjustment: **Inclusive of any/all estiamted costs directly associated with performance of the Change and all mark-up allowed by the Construction Agreement.**

1. ___ **Contract Price remains unchanged.**
2. X **Mutually agreed Lump Sum Price** X **Increase of** $ 9,887.97 **Decrease of** $_____.
3. ___ **Mutually agreed Lump Sum allocation of Allowance funds in the amount of** $ _____.
4. ___ **Unit Price** ___ **Increase of** ___ **Decrease of** $ _____, **Per Unit Price Bid Composite.**
5. ___ **T&M (Labor, Materials and Equipment) Price Not To Exceed** $_____. **Contractor must furnish detailed records of labor, material, and equipment utilization with allowable contractual mark-up to substantiate and finalize the Time and Materials increase.**

6. ___ **Contractor and District are unable to reach full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. Upon completion of CCD work, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price, the District shall issue a Unilatral Change Order for CCD work.**

Final Contract Price Adjustment Applied as Follows:

1. ___ **No Cost Adjustment. No Change Order will be issued.**
2. ___ **Contract Allowance of** $_____. **No Change Order will be issued.**
3. X **Project Contingency. Additive or Deductive Change Order will be issued of** $9,887.97.

Final Contract Time Adjustment:

1. _X__ **No time adjustment.**
2. ___**Add 0 compensable days.**
3. ___ **Deduct _ compensable days.**
4. ___ **Add _ non-compensable days.**
5. ___ **TBD: Critical path Analysis to be Submitted.**

When signed by the CONTRACTOR, ARCHITECT, CONSTRUCTION MANAGER and OWNER, this document confirms the final contract price adjustment and the final contract time adjustment for the authorized work change(s).		
CONTRACTOR (Acknowledged and /Accepted)		
		8/31/21
Signature		**Date**
Curtis Marzinzik	Manager	
Printed Name	**Title**	
ARCHITECT		
Signature		**Date**
Vincent Petito	*Architect of Records*	
Printed Name	**Title**	
CONSTRUCTION MANAGER		
Signature		**Date**
Claudenice McCalister	*Project Manager*	
Printed Name	**Title**	
DISTRICT		
Signature		**Date**
Larry Cross	*Dierector of Facilities*	
Printed Name	**Title**	

CHANGE ORDER

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework	Change Order No.: SCC - 003	Date: 08/30/21

CONTRACTOR: Santa Clarita Concrete

ITEM NO.	PCO NO.	CHANGE DESCRIPTION	AMOUNT
01	SCC 003	Field fabrication of bolt templates for the stairs foundation not provided by Silver Creek prior to concrete placement.	$ 542.40

CONTRACT PRICE ADJUSTMENT

Original Contract Price	$	507,600.00
Net Change by Previously Authorized Change Orders	$	12,759.67
Adjusted Contract Price Prior to This Change Order	$	520,359.67
Amount of This Change Order INCREASE	$	542.40
Amount of This Change Order (DECREASE)	$	-
New Adjusted Contract Price Including This Change Order	$	520,902.07

CONTRACT TIME ADJUSTMENT

1. X No time adjustment.
2. ___ Add ___ compensable days.
3. ___ Deduct ___ compensable days.
4. ___ Add ___ non-compensable days.
5. ___ TBD: Critical path Analysis to be Submitted.
6. ADJUSTED CONTRACT TIME: _____

This Change Order is enforceable and binding only if: (i) executed on behalf of the Construction Manager, Architect, Contractor and District and (ii) approved by the District's Board of Trustees. The Contract TIme and Contract Price adjustments of Change Order are the full and final adjustments for the items/work subject to this Change Order. The Contractor releases any other right or claim to adjustment of the Contract Price or Contract TIme for the items/work subject to this Change Order; the foregoing includes waiver of rights under Civil Code §1542.

Submitted By CONTRACTOR:

Signature		Date
Curtis Marzinzik	Manager	8/31/21
Printed Name	**Title**	

Reviewed By ARCHITECT:

Signature		Date
Vincent Petito	*Architect of Records*	9-1-2021
Printed Name	**Title**	

Reviewed By CONSTRUCTION MANAGER:

Signature		Date
Claudenice McCalister	*Project Manager*	9/1/21
Printed Name	**Title**	

Reviewed By DISTRICT:

Signature		Date
Larry Cross	*Dierector of Facilities*	
Printed Name	**Title**	

Approved Following Board of Trustees Approval:

Signature		Date
Printed Name	**Title**	

PROPOSED CHANGE ORDER (PCO)

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework **DSA PROJECT NO.:** 03-119964 **PROJECT REFERENCE NO.:** 2021-003 **BID PACKAGE NO.:** 2021 - 003-03 - Site Concrete & Structural Concrete	**PCO No.:** SCC-003 **CCD No.:**	**Date:** 08/30/21

OWNER: **Burbank Unified School District** **510 S Shelton Street** **Burbank, CA 91506-2818** **Phone: (818)-729-5503** **E-Mail: larrycross@burbankusd.org**	**CONTRACTOR:** **SantaClarita Concrete** **16164 Sierra Highway** **Santa Clarita, CA 91390** **Phone: (661) 298-4585** **E-Mail: curtis@santaclaritaconcrete.com**

Summary of change(s) in the Work per the approved D-CCD:

1) Field fabrication of bolt templates for the stairs foundation not provided by Silver Creek prior to concrete placement.

Final Contract Price Adjustment: **Inclusive of any/all estiamted costs directly associated with performance of the Change and all mark-up allowed by the Construction Agreement.**

1. ___ **Contract Price remains unchanged.**
2. X **Mutually agreed Lump Sum Price** X **Increase of** $ 542.40 **Decrease of** $_____.
3. ___ **Mutually agreed Lump Sum allocation of Allowance funds in the amount of** $ _____.
4. ___ **Unit Price** ___ **Increase of** ___ **Decrease of** $ _____, **Per Unit Price Bid Composite.**
5. ___ **T&M (Labor, Materials and Equipment) Price Not To Exceed** $_____. **Contractor must furnish detailed records of labor, material, and equipment utilization with allowable contractual mark-up to substantiate and finalize the Time and Materials increase.**
6. ___ **Contractor and District are unable to reach full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. Upon completion of CCD work, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price, the District shall issue a Unilatral Change Order for CCD work.**

Final Contract Price Adjustment Applied as Follows:

1. ___ **No Cost Adjustment. No Change Order will be issued.**
2. ___ **Contract Allowance of** $_____. **No Change Order will be issued.**
3. X **Project Contingency. Additive or Deductive Change Order will be issued of** $542.40.

Final Contract Time Adjustment:

1. X **No time adjustment.**
2. ___ **Add _ compensable days.**
3. ___ **Deduct _ compensable days.**
4. ___ **Add _ non-compensable days.**
5. ___ **TBD: Critical path Analysis to be Submitted.**

When signed by the CONTRACTOR, ARCHITECT, CONSTRUCTION MANAGER and OWNER, this document confirms the final contract price adjustment and the final contract time adjustment for the authorized work change(s).		
CONTRACTOR (Acknowledged and /Accepted)		
		8/31/21
Signature		**Date**
Curtis Marzinzik	Manager	
Printed Name	**Title**	
ARCHITECT		
Signature		**Date**
Vincent Petito	*Architect of Records*	
Printed Name	**Title**	
CONSTRUCTION MANAGER		
Signature		**Date**
Claudenice McCalister	*Project Manager*	
Printed Name	**Title**	
DISTRICT		
Signature		**Date**
Larry Cross	*Dierector of Facilities*	
Printed Name	**Title**	

CHANGE ORDER

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework	Change Order No.: SCC - 004	Date: 08/30/21

CONTRACTOR: Santa Clarita Concrete

ITEM NO.	PCO NO.	CHANGE DESCRIPTION	AMOUNT
01	SCC 004	Installation of trim bars for plumbing sleeves installed in stem walls after rebar subcontractor demobilization.	$ 423.14

CONTRACT PRICE ADJUSTMENT

Original Contract Price	$	507,600.00
Net Change by Previously Authorized Change Orders	$	13,302.07
Adjusted Contract Price Prior to This Change Order	$	520,902.07
Amount of This Change Order INCREASE	$	423.14
Amount of This Change Order (DECREASE)	$	-
New Adjusted Contract Price Including This Change Order	$	521,325.21

CONTRACT TIME ADJUSTMENT

1. X No time adjustment.
2. ___ Add ___ compensable days.
3. ___ Deduct ___ compensable days.
4. ___ Add ___ non-compensable days.
5. ___ TBD: Critical path Analysis to be Submitted.
6. ADJUSTED CONTRACT TIME: _____

This Change Order is enforceable and binding only if: (i) executed on behalf of the Construction Manager, Architect, Contractor and District and (ii) approved by the District's Board of Trustees. The Contract TIme and Contract Price adjustments of Change Order are the full and final adjustments for the items/work subject to this Change Order. The Contractor releases any other right or claim to adjustment of the Contract Price or Contract TIme for the items/work subject to this Change Order; the foregoing includes waiver of rights under Civil Code §1542.

Submitted By CONTRACTOR:

Signature		Date
		8/31/21
Curtis Marzinzik	Manager	
Printed Name	**Title**	

Reviewed By ARCHITECT:

Signature		Date
Vincent Petito		9-1-2021
Vincent Petito	*Architect of Records*	
Printed Name	**Title**	

Reviewed By CONSTRUCTION MANAGER:

Signature		Date
		9/1/21
Claudenice McCalister	*Project Manager*	
Printed Name	**Title**	

Reviewed By DISTRICT:

Signature		Date
Larry Cross	*Dierector of Facilities*	
Printed Name	**Title**	

Approved Following Board of Trustees Approval:

Signature		Date
Printed Name	**Title**	

PROPOSED CHANGE ORDER (PCO)

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework **DSA PROJECT NO.:** 03-119964 **PROJECT REFERENCE NO.:** 2021-003 **BID PACKAGE NO.:** 2021 - 003-03 - Site Concrete & Structural Concrete	**PCO No.:** SCC-004 **CCD No.:**	**Date:** 08/30/21

OWNER: Burbank Unified School District 510 S Shelton Street Burbank, CA 91506-2818 **Phone:** (818)-729-5503 **E-Mail:** larrycross@burbankusd.org	**CONTRACTOR:** SantaClarita Concrete 16164 Sierra Highway Santa Clarita, CA 91390 **Phone:** (661) 298-4585 **E-Mail:** curtis@santaclaritaconcrete.com

Summary of change(s) in the Work per the approved D-CCD:

1) Installation of trim bars for plumbing sleeves installed in stem walls after rebar subcontractor demobilization.

Final Contract Price Adjustment: Inclusive of any/all estiamted costs directly associated with performance of the Change and all mark-up allowed by the Construction Agreement.

1. ___ Contract Price remains unchanged.
2. X Mutually agreed Lump Sum Price X Increase of $ 423.14 Decrease of $_____.
3. ___ Mutually agreed Lump Sum allocation of Allowance funds in the amount of $ _____.
4. ___ Unit Price ___ Increase of ___ Decrease of $ _____, Per Unit Price Bid Composite.
5. ___ T&M (Labor, Materials and Equipment) Price Not To Exceed $_____. Contractor must furnish detailed records of labor, material, and equipment utilization with allowable contractual mark-up to substantiate and finalize the Time and Materials increase.

6. ___ Contractor and District are unable to reach full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. Upon completion of CCD work, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price, the District shall issue a Unilatral Change Order for CCD work.

Final Contract Price Adjustment Applied as Follows:

1. ___ No Cost Adjustment. No Change Order will be issued.
2. ___ Contract Allowance of $_____. No Change Order will be issued.
3. X Project Contingency. Additive or Deductive Change Order will be issued of $423.14

Final Contract Time Adjustment:

1. X No time adjustment.
2. ___ Add _ compensable days.
3. ___ Deduct _ compensable days.
4. ___ Add _ non-compensable days.
5. ___ TBD: Critical path Analysis to be Submitted.

When signed by the CONTRACTOR, ARCHITECT, CONSTRUCTION MANAGER and OWNER, this document confirms the final contract price adjustment and the final contract time adjustment for the authorized work change(s).		
CONTRACTOR (Acknowledged and /Accepted)		
		8/31/21
Signature		**Date**
Curtis Marzinzik	Manager	
Printed Name	**Title**	
ARCHITECT		
Signature		**Date**
Vincent Petito	*Architect of Records*	
Printed Name	**Title**	
CONSTRUCTION MANAGER		
Signature		**Date**
Claudenice McCalister	*Project Manager*	
Printed Name	**Title**	
DISTRICT		
Signature		**Date**
Larry Cross	*Dierector of Facilities*	
Printed Name	**Title**	

CHANGE ORDER

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework	Change Order No.: SCC - 005	Date: 08/30/21

CONTRACTOR: Santa Clarita Concrete

ITEM NO.	PCO NO.	CHANGE DESCRIPTION	AMOUNT
01	SCC 005	Removal of anchor bolts (provided by others) from the 2-stair towers that where noted after installation to be non-compliant by project inspector, and replacement of those bolts with the correct hardware.	$ 1,817.67

CONTRACT PRICE ADJUSTMENT

Original Contract Price	$	507,600.00
Net Change by Previously Authorized Change Orders	$	13,725.21
Adjusted Contract Price Prior to This Change Order	$	521,325.21
Amount of This Change Order INCREASE	$	1,817.67
Amount of This Change Order (DECREASE)	$	-
New Adjusted Contract Price Including This Change Order	$	523,142.88

CONTRACT TIME ADJUSTMENT

1. X No time adjustment.
2. ___ Add ___ compensable days.
3. ___ Deduct ___ compensable days.
4. ___ Add ___ non-compensable days.
5. ___ TBD: Critical path Analysis to be Submitted.
6. ADJUSTED CONTRACT TIME: _____

This Change Order is enforceable and binding only if: (i) executed on behalf of the Construction Manager, Architect, Contractor and District and (ii) approved by the District's Board of Trustees. The Contract TIme and Contract Price adjustments of Change Order are the full and final adjustments for the items/work subject to this Change Order. The Contractor releases any other right or claim to adjustment of the Contract Price or Contract TIme for the items/work subject to this Change Order; the foregoing includes waiver of rights under Civil Code §1542.

Submitted By CONTRACTOR:

Signature		Date
Curtis Marzinzik	Manager	8/31/21
Printed Name	**Title**	

Reviewed By ARCHITECT:

Signature		Date
Vincent Petito		9-1-2021
Vincent Petito	*Architect of Records*	
Printed Name	**Title**	

Reviewed By CONSTRUCTION MANAGER:

Signature		Date
		9/1/21
Claudenice McCalister	*Project Manager*	
Printed Name	**Title**	

Reviewed By DISTRICT:

Signature		Date
Larry Cross	*Dierector of Facilities*	
Printed Name	**Title**	

Approved Following Board of Trustees Approval:

Signature		Date
Printed Name	**Title**	

PROPOSED CHANGE ORDER (PCO)

PROJECT: Walt Disney ES, Permanent Modular Classroom Building and Sitework **DSA PROJECT NO.:** 03-119964 **PROJECT REFERENCE NO.:** 2021-003 **BID PACKAGE NO.:** 2021 - 003-03 - Site Concrete & Structural Concrete	**PCO No.:** SCC-005 **CCD No.:**	**Date:** 08/30/21

OWNER: **Burbank Unified School District** **510 S Shelton Street** **Burbank, CA 91506-2818** **Phone: (818)-729-5503** **E-Mail: larrycross@burbankusd.org**	**CONTRACTOR:** **SantaClarita Concrete** **16164 Sierra Highway** **Santa Clarita, CA 91390** **Phone: (661) 298-4585** **E-Mail: curtis@santaclaritaconcrete.com**

Summary of change(s) in the Work per the approved D-CCD:

1) Removal of anchor bolts (provided by others) from the 2-stair towers that where noted after installation to be non-compliant by project inspector, and replacement of those bolts with the correct hardware.

Final Contract Price Adjustment: **Inclusive of any/all estiamted costs directly associated with performance of the Change and all mark-up allowed by the Construction Agreement.**

1. ___ **Contract Price remains unchanged.**
2. X **Mutually agreed Lump Sum Price** X **Increase of** $ 1,817.67 **Decrease of** $_____.
3. ___ **Mutually agreed Lump Sum allocation of Allowance funds in the amount of** $ _____.
4. ___ **Unit Price** ___ **Increase of** ___ **Decrease of** $ _____, **Per Unit Price Bid Composite.**
5. ___ **T&M (Labor, Materials and Equipment) Price Not To Exceed** $_____. **Contractor must furnish detailed records of labor, material, and equipment utilization with allowable contractual mark-up to substantiate and finalize the Time and Materials increase.**

6. ___ **Contractor and District are unable to reach full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. Upon completion of CCD work, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price, the District shall issue a Unilatral Change Order for CCD work.**

Final Contract Price Adjustment Applied as Follows:

1. ___ **No Cost Adjustment. No Change Order will be issued.**
2. ___ **Contract Allowance of** $_____. **No Change Order will be issued.**
3. X **Project Contingency. Additive or Deductive Change Order will be issued of** $1,817.67.

Final Contract Time Adjustment:

1. X **No time adjustment.**
2. ___ **Add _ compensable days.**
3. ___ **Deduct _ compensable days.**
4. ___ **Add _ non-compensable days.**
5. ___ **TBD: Critical path Analysis to be Submitted.**

When signed by the CONTRACTOR, ARCHITECT, CONSTRUCTION MANAGER and OWNER, this document confirms the final contract price adjustment and the final contract time adjustment for the authorized work change(s).		
CONTRACTOR (Acknowledged and /Accepted)		
		8/31/21
Signature		**Date**
Curtis Marzinzik	Manager	
Printed Name	**Title**	
ARCHITECT		
Signature		**Date**
Vincent Petito	*Architect of Records*	
Printed Name	**Title**	
CONSTRUCTION MANAGER		
Signature		**Date**
Claudenice McCalister	*Project Manager*	
Printed Name	**Title**	
DISTRICT		
Signature		**Date**
Larry Cross	*Dierector of Facilities*	
Printed Name	**Title**	

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Acceptance of Notice of Completion, Khepra Inc./ Blue Box for Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting, CMAS Contract 3-19-0-3710A, District-Wide (Esser Fund)

Background:
On July 15, 2021, the Board of Education approved the utilization of California Multiple Award Schedule (CMAS) Contract 3-19-0-3710A with Khepra Inc./Blue Box for Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting Services to all 21 sites in the District. The CMAS mirrors the Federal Government State bulk procurement contract which represents the best pricing available. The CMAS for Khepra Inc. is valid through September 20, 2023. This CMAS provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair, and Information Technology (IT) consulting services

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information.

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
Blue Box Air is a sub-contractor under Khepra Inc., utilizing the CMAS. Completed work includes the cleaning and disinfecting of the units, as well as a full District-Wide HVAC inventory and assessment to develop a list of equipment, age, model, size, economizer equipped, and economizer function (fixed or variable).

Fiscal Impact:
$206,100 (Esser Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Heating, Ventilation, and Air Conditioning (HVAC) Cleaning and Disinfecting, (CMAS) Contract 3-19-0-3710, District-Wide, PO# 22000917, not to exceed $206,100 (010-32100.0-00000-81100-5850-752-9000) Esser Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Approval of Quality Bidders Software Services Agreement, Colbi Technologies Inc., Facilities and Technology Services (Bond Fund and Special Reserve)

Background:
Per PCC 20111.6, school districts are required to pre-qualify bidders for public projects with a projected expenditure of one million dollars (1,000,000) or more, when intending to use state bond money, including subcontractors in mechanical, electrical, and plumbing trades.

This law states that the prequalification procedure must use a standardized questionnaire and financial statement to be verified under oath. The board of the district must adopt and apply a uniform system of rating bidders on the basis of the completed questionnaires and financial statements. The prequalification procedure must cover, at a minimum, the issues covered by standardized questionnaire and model guidelines for rating bidders developed by the Department of Industrial Relations (DIR). The questionnaire and uniform system of rating bidders would not preclude the governing board of the district from prequalifying or disqualifying a subcontractor.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
Colbi Technologies, Quality Bidders modules is an online automated contractor prequalification tool build specifically for California school districts. Quality Bidders is fully complaint with requirements to prequalify general contractors and M/E/P subcontractors bidding on projects receiving State Bond funds. Contractors may create their own accounts, fill out a standardized questionnaire and may submit only complete and validated applications for prequalification. Software algorithms score their applications,

allowing the district administrator to easily determine approval or rejection before emails are automatically sent to contractors.

Quality Bidders is paperless, reduces the time it takes to prequalify contractors, simplifies contractor outreach, tracks status of applications and approved prequalification's, and produces automatic reports and notifications. The Annual Software Services fee covers to License to use Quality Bidders software, Managed Services, and Support Services. There isn't a restriction on the number of users the District authorizes to use the software.

Fiscal Impact:
$5,000 total for Annual Software
$1,000 (Bond) for Disney Two-Story Modular Project
$4,000 (Special Reserve) for Burbank High School Pool Project

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Colbi Technologies Inc., for the Quality Bidders Software for Facilities and Technology Projects, effective January 21, 2022 through January 20, 2023, not to exceed $1,000 (21.3-00000.0-91008-85000-5840-201-0000) Bond Fund and $4,000 (40.0-90329-0-00000-85000-5840-431-0000) Special Reserve, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.

Colbi Technologies, Inc.
12841 Newport Ave
Tustin, CA 92780 US
(714) 505-9544
accounting@colbitech.com
www.ColbiTech.com

Invoice 7222

COLBi™
Capital Building Program Solutions
Software – Service – Training – Controls

BILL TO
Larry Cross
Burbank Unified School District
1900 West Olive Ave.
Burbank, CA 91506

DATE	PLEASE PAY	DUE DATE
12/02/2021	**$5,000.00**	01/01/2022

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Quality Bidders Software	Quality Bidders Annual Software Support Fee	1	5,000.00	5,000.00

Service Dates: 11/24/2021-11/25/2022
Thank you for your business.

TOTAL DUE $5,000.00

THANK YOU.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Approval of Award of Contract, Izurieta Fence Company Inc., Furnish and Install Galvanized Chain Link Fence and Swing Gate, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

Background:
The District is in the process of constructing a two-story modular building (the "Disney Project") over two (2) years, including related site improvements at the Walt Disney Elementary School site.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
On December 21, 2021, the District received a proposal from Izurieta Fence Company Inc., to furnish and install a galvanized chain link fence and swing gate at Walt Disney Elementary School to replace the whole back property line fence on the East side of the property. This replacement will also raise the gate from 8 feet to 12 feet high.

Fiscal Impact:
$163,111.09 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Izurieta Fence Company Inc., to Furnish and Install a Galvanized Chain Link Gate and Swing Gate for the Two-Story Modular Building Project at Walt Disney Elementary School, effective January 21, 2022 through January 20, 2023, not to exceed $163,111.09 (21.3-00000.0-91008-85000-6170-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

IZURIETA FENCE CO.

3000 GILROY ST.
LOS ANGELES, CALIFORNIA 90039
(323) 661-4759 FAX (323) 661-4774
STATE LICENSE # 925951

PROPOSAL/CONTRACT

QUOTATION: 573

Website: Izurietafenceco.com
Email: Izurietafence@aol.com
DIR NO.1000009221

DATE: 12/21/2021

CUSTOMER:
Burbank Unified School District

1900 West Olive Avenue.
Burbank, CALIFORNIA, 91506
P: 818-729-4400 F: 818-729-4483

JOB LOCATION:
Walt Disney School
1220 W Orange Grove Ave.
Burbank, CA 91506

Notes:

FURNISH AND INSTALL:
*286'x 12'High galvanized chain link fence.
-ALL posts shall have rebar cages.
*35'x 8'High galvanized chain link fence.
-ALL posts shall have rebar cages.
*(1)4'Wide x 8'High single swing gate.
-Gate shall have panic hardware with self closing hinges.
*(3)4'Wide x 8'High single swing gates with standard hinges and fork latches.

MATERIALS:(GALVANIZED)
ALL 12' HIGH FENCE POSTS-5 9/16"DIA x SCH 40
END POSTS- 3 1/2"DIA x SCH 40
LINE POSTS- 2 7/8"DIA x SCH 40
TOP,MIDDLE, AND RAILS- 1 5/8"DIA x SCH 40
GATE FRAME- 1 7/8"DIA x SCH 40
CHAIN LINK WIRE- 8' & 12'H x 9GA x 1" MESH

*ALL ACCORDING TO PLANS AND SPECIFICATIONS
*PREVAILING WAGE PROJECT

FENCE LAYOUT PER PLANS ATTACHED

Approximate Start Date: _____

☐ Top to follow grade Level with: ☐ High ☐ Low ☐ Rack ☐ Step

Gate Swing: ☐ In ☐ Out

Property pins are: ☐ Exposed and Visible
☐ **NOT** exposed and visible
☐ To be located by others before installation

Subtotal	$
Tax	$
Grand Total	$ 163,111.09
Down Payment	$
BALANCE DUE	$

Buyer / Owner signature _____ Date _____

Printed name _____

Signature _____ Date _____

Printed name _____

TERMS & CONDITIONS

*IZURIETA FENCE COMPANY, INC. agrees to guarantee above fence to be free from defects in materials and workmanship for one year.

*FENCE COMPANY, INC. shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer.

*IZURIETA FENCE COMPANY, INC. will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does IZURIETA FENCE COMPANY, INC. assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

*IZURIETA FENCE COMPANY, INC. will assume the responsibility for having underground public utilities located and marked. However, IZURIETA FENCE COMPANY, INC. assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects.

*Additional charges for any extra work not covered in this contract that was requested by the customer will also be added as a change order.

*The full amount of this contract along with any additional charges will become payable upon completion of all work completed.

*Delinquent invoices subject to 1.5% service charge per month 25% re-stocking fee on all canceled orders.
*Collection costs/attorney's fees required to collect outstanding debt. shall be the responsibility of the customer.

*All materials will remain the property of IZURIETA FENCE COMPANY, INC. until all invoices pertaining to this job are paid in full.
*IZURIETA FENCE COMPANY, INC. will not and cannot be held responsible for scheduling conflicts, delays as a result of material shortages, or as a result of raw material unavailability, including power.

*Special conditions imposed by any permits issued on behalf of the owner and not noted on the plans or specifications will be considered to be outside the scope of work.

*IZURIETA FENCE COMPANY, INC., insurance limits are 5 million GL, 1 million Auto and Workers Comp. If additional coverage is required, a cost proposal will be provided for approval.

*IZURIETA FENCE COMPANY, INC. will provide evidence of General Liability, Workmen's Compensation and Business Automobile Insurance. In the absence of any WRAP or OCIP policy, IZURIETA FENCE COMPANY, INC., will have the exclusive right to review and alter all insurance requirements IZURIETA FENCE COMPANY,INC. may choose at it's discretion to add additional insurance premiums to the contract. Additions will be handled by Change Order and due upon presentation to the Owner or General Contractor.

*This proposal and notes must be accepted in it's entirety and made part of any subcontract and so specified, if a special form is used.

*Bid is based on a five (5) day work week (Monday - Friday, 7:00a - 3:30pm). Eight (8) hours per day, maximum.

*Section 7019- Contractors License Law: Under the mechanics' lien law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Exclusions: Unless other wise noted

*Engineering, Surveying, Staking, and Layout
*Welding QC Manager and/or Plan
*Concrete and/or Asphalt coring or saw cutting
*Clearing, Grading or Grounding
*Patching and Restoration or Potholing
*Location of Private Underground Utilities not Indicated in or on project plans Damage to Private Underground Utilities not properly located by other forces
*Design Services - Engineering Calculations Maintenance
*Permits
*Traffic Control
*Structural Calculations & Engineering
*Bond Premium (1.5%) & Bond Overruns Concrete Wash-Out Stations
*Temporary Fence
*Excludes pre and post construction photo/video.
*Pre-Construction Irrigation testing excluded.

*PAYMENT TERMS:50%UPON DELIVERY OF MATERIALS OR EQUIPMENT
*FINAL PAYMENT UPON COMPLETION OF WORK.

PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

CUSTOMER INITIAL _____
CUSTOMER INITIAL _____
SALESPERSON INITIAL _____

Job Information:	Quote No:

Materials						
Description	# of Items	Cost Per Item	Total			
5 9/16" x SCH 40 x 21' Long Fence Posts (12' High Fence)	35	$ 784.14	$ 27,444.90			
3 1/2" x SCH 40 x 24' Long (Cut post to 12' Long)(8' High Fence)	5	$ 464.40	$ 2,322.00			
1 7/8" x 24' x SCH 40- Gate frame	8	$ 92.16	$ 737.28			
1 5/8" x 21' x SCH 40- Top,middle and bottom Rails	45	$ 61.11	$ 2,749.95			
1" x 9ga x 12' High Chain Link Wire	300	$ 29.60	$ 8,880.00			
1" x 9ga x 8' High chain link wire	50	$ 20.08	$ 1,004.00			
Concrete Yards	40	$ 150.00	$ 6,000.00			
Fittings	1	$ 1,800.00	$ 1,800.00			
Panic Hardware with lever trim handle	1	$ 1,300.00	$ 1,300.00			
Locinox Hinges	1	$ 325.00	$ 325.00			
Rebar Cages (8' High Fence)	10	$ 95.00	$ 950.00			
Rebar Cages (12' High Fence)	35	$ 160.00	$ 5,600.00			

Total Cost	$ 59,113.13

Field Labor						
Description	Days	# of Men	Hours	Total Hrs	Wage Hrs	Total
Dig & Set all posts (3 MAN CREW)	6	3	8	144	$ 65.03	$ 9,364.32
Install frame work (3 MAN CREW)	3	3	8	72	$ 65.03	$ 4,682.16
Install Chain Link Wire (3 MAN CREW)	6	3	8	144	$ 65.03	$ 9,364.32
Install Gates (2 MAN CREW)	3	2	8	48	$ 65.03	$ 3,121.44
Apprentice	18	1	8	144	$ 38.69	$ 5,571.36

Shop Labor						
Welding/ Fabrication	3	2	8	48	$ 30.00	$ 1,440.00
Dressing Gates				0	$ 30.00	$ -
Loading/ Off Loading Trucks				0	$ 30.00	$ -
Job Perp				0	$ 30.00	$ -

Total Days:	Total Men:	Total Hrs	Total:	$ 33,543.60
21	14	600		

Grand Totals:

Materials:		$	59,113.13
Sales Taxes	9.75%	$	5,763.53
Mark- Up	10.00%	$	5,911.31
	Total Materials:	$	70,787.97
Labor:		$	33,543.60
Workers Comp. (Hr)	$ 9.30	$	3,119.55
General Liability Insurance (Day)	$ 50.00	$	1,050.00
Pay Roll Tax:	18.40%	$	6,172.02
	Total Labor:	$	43,885.18
	Materials and Labor Total:	$	114,673.15
Overhead:			
Over Head Cost:	10%	$	11,467.32
	Total Overhead:	$	11,467.32
Sub Contractor:			10%
Dump Fee's Trucking (Dirt disposal)	$ 2,200.00	$	220.00
		$	-
		$	-
		$	-
	Total Sub Contractor:	$	2,420.00
Other Cost:			
Per DM:	$ -	$	-
Hotel:		$	-
	Total Other:	$	-
	Sub-Total Before Profit:	$	128,560.47
Profit:	25.0%	$	32,140.12
Bond Cost:	1.50%	$	2,410.51
	Grand Total:	$	**163,111.09**

244	20'-0" Wide galvanized 1" Mesh	$ 2,941.50	ea
245	20'-0" Wide galvanized 2" Mesh	$ 2,765.01	ea
246	24'-0" Wide galvanized 1" Mesh	$ 3,529.80	ea
247	24'-0" Wide galvanized 2" Mesh	$ 1*023,24	ea

Group F.3 8'-0" Tall Rolling gate Including Hardware

249	12'-0" Wide galvanized 1" Mesh	$ 0*621,23	ea
250	12'-0" Wide galvanized 2" Mesh	$ 0*435,/4	ea
251	16'-0" Wide galvanized 1" Mesh	$ 1*/35,0/	ea
252	16'-0" Wide galvanized 2" Mesh	$ 0*74/,//	ea
253	20'-0" Wide galvanized 1" Mesh	$ 1*307,6.	ea
254	20'-0" Wide galvanized 2" Mesh	$ 1*043,.5	ea
255	24'-0" Wide galvanized 1" Mesh	$ 2*//6,/.	ea
256	24'-0" Wide galvanized 2" Mesh	$ 1*523,3/	ea

Group F.4 10'-0" Tall Rolling gate Including Hardware

257	12'-0" Wide galvanized 1" Mesh	$ 1*/15,4.	ea
258	12'-0" Wide galvanized 2" Mesh	$ 0*714,4.	ea
259	16'-0" Wide galvanized 1" Mesh	$ 1*307,6.	ea
260	16'-0" Wide galvanized 2" Mesh	$ 1*047,75	ea
261	20'-0" Wide galvanized 1" Mesh	$ 1*700,..	ea
262	20'-0" Wide galvanized 2" Mesh	$ 1*425,24	ea
263	24'-0" Wide galvanized 1" Mesh	$ 2*337,11	ea
264	24'-0" Wide galvanized 2" Mesh	$ 2*/74,32	ea

Group G.1 2'-0" Wide Close Up, Per Detail #203 (2" Mesh

265	6'-0" Tall	$ 072,/3	ea
266	8'-0" Tall	$ 121,/6	ea

Group H, Bollards (Per Details # 201 and 202)

	2" Diameter for HVAC Protection	$ 366,1.	ea
	4" Diameter for Traffic Bollard	$ 2/4,5/	ea
	6" Traffice diameter for Traffic Bollard	$ 415,11	ea

Group I. Time and Materials Work

270	Hourly rate (per 2 man crew)	$ 00.,4/	phr
271	Hourly rate (per 3 man crew)	$ 067,03	phr

Group J. Unforeseen Conditions:

Incidental items may be added to the scope of projects executed under this contract to reduce administrative expenses, assist the Owner, or facilitate construction operations. If unidentifed work is added to the scope to be completed either by the bidder, or with a subcontractor(s) on any project initiated under this bid: list the percentage mark-up that will be added to the actual cost or invoice, to cover the Bidder's overhead, profit, supervision, etc. (complete)

272	Subcontractor or Labor Cost (Percent Mark Up)	% 20
273	Materials Cost (Percent Mark Up)	% 15
274	Bonding Cost (When required), (Percent Mark Up)	% 1.5

TERMS OF SALE

1. PAYMENT & CREDIT. Payments for orders are due by the due date indicated in the invoice issued by Master-Halco, Inc. ("MH" or "Supplier"). Credit is granted at the sole discretion of MH, and may be withdrawn or re-evaluated from time to time by MH. Credit card transactions are not eligible for payment discounts. Unearned payment discounts will be charged back at the discretion of MH. A minimum order charge, freight charge and other handling or service charges may apply to transactions as itemized in the relevant invoice.

2. EMAIL CONSENT. If Customer wants to receive invoices, statements and notices ("Documents") by email, Customer agrees to provide Supplier with a valid email address and to keep MH informed of changes to its email address over time. Customer is solely responsible for keeping its email account secure and accessible only by authorized persons and assumes all risk of use of its email system. Customer agrees that MH's communications over email is provided "as is", and MH does not warrant that it will be uninterrupted, virus-free or error-free.

3. SERVICE CHARGE & RETURNED CHECKS. For checks returned due to insufficient funds, a $30.00 charge (or the maximum charge permitted by law) will be assessed for each check returned. If a payment discount was applied to the transaction, this discount will be disallowed and charged back. All past due balances are subject to service charge of 1 1/2% per month (18% annual), or the maximum permitted by law, whichever is less. Should an action be brought to collect any balances past due or enforce any of the other provisions in these Terms of Sale ("Terms"), MH shall be entitled to recover its court costs and reasonable attorneys' fees from Customer.

4. TAXES. All local, state, and federal sales, use, excise or other taxes applicable to the materials sold to Customer shall be borne by Customer. To the extent that any additional applicable taxes, license fees, inspection fees, environmental fees or other charges are imposed by any governmental or regulatory authority or agency on any materials sold hereunder, or levied on the production, manufacture, transportation, sale, delivery or otherwise levied on materials sold or delivered, or other handling of materials sold under these Terms to Customer, Customer shall reimburse Supplier for such additional taxes, fees and charges. Failure of Supplier to add any such tax, fee or charge to the invoice for the product sale shall not relieve Customer from liability therefore and Customer pay such tax, fee or charge when invoiced by the Supplier, even if invoiced separately. In addition to the taxes, fee or charge, Customer shall reimburse Supplier for any interest and/or penalty assessed by any governmental or regulatory authority or agency when the penalty and/or interest is assessed as the result of false, incorrect or delinquent certification(s) made by Customer to Supplier.

5. WARRANTY; DISCLAIMER; LIMITATION OF LIABILITIES. MH's warranty by product line is available upon request or at MH's website (www.masterhalco.com). THERE ARE NO WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BEYOND THE PROVISIONS OF SUPPLIER'S EXPRESS WRITTEN WARRANTY. REGARDLESS OF WHETHER A CLAIM IS MADE BASED ON BREACH OF CONTRACT, STRICT LIABILITY OR OTHERWISE, IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY DAMAGES WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH, THE MATERIALS SOLD TO CUSTOMER IN EXCESS OF THE PRICE FOR SUCH MATERIALS AND IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR ECONOMIC LOSS, REPLACEMENT COSTS, HANDLING, INSTALLATION OR LABOR IN MAKING SUCH REPLACEMENT OR REPAIR, OR ANY OTHER SPECIAL OR INDIRECT LOSS, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO EXPENSES INCURRED IN INSPECTION, RECEIPT, TRANSPORTATION, STORAGE, CARE OR CUSTODY OR EXPENSES INCURRED IN CONNECTION WITH EFFECTING COVER.

6. RMA. Prior authorization must be obtained from MH before return of materials sold hereunder. If return is permitted by MH, a 15% handling charge will be assessed on all materials sold hereunder and returned for Customer's convenience. Non-stock and special orders are not cancellable or returnable after the order has been placed.

7. INSPECTION, CLAIMS AND DELIVERY INDEMNIFICATION. Customer shall inspect all materials for shortage, damage, or non-conformity immediately upon receipt. All claims must be submitted by Customer to Supplier in writing within three (3) days of receipt of materials. Customer agrees that any person signing a delivery ticket or BOL on behalf of the Customer is, in fact, an employee or other agent so designated and authorized for that purpose by Customer. For materials sold to Customer on a delivered basis and where Customer requests delivery at a specified date, Supplier shall utilize reasonable efforts to accommodate Customer's request. However, Supplier generally utilizes third party carriers to deliver materials and there may be delays due to traffic congestion, weather and other causes beyond Supplier's control and therefore Supplier does not guarantee that deliveries will be made at specified times/dates and Supplier shall not be responsible for any claim by Customer on account of a late or delayed delivery of any materials. Customer must be available to receive the products on its scheduled delivery date and scheduled delivery location. Redelivery charges may apply if any shipment is unable to be delivered on the scheduled delivery date or original delivery location due to Customer's unavailability or other act or omission by Customer. Regardless of the mode of transport or delivery, risk of loss and title shall pass to Customer when materials leaves Supplier's warehouse. In cases where materials are transported by common carrier, claims for shortage or damaged materials must be made by Customer directly to the common carrier unless Customer can prove that materials were damaged or shorted prior to receipt by common carrier. Supplier is not responsible for any damages or liability in connection with the delivery or transport of the materials, whether or not caused by the common carrier, Customer or third party, and Customer shall indemnify, defend and hold Supplier harmless from any claims, damages, and losses arising from the delivery and/or transport of the materials. Any claims for liability related to the delivery of materials by common carrier should be directed towards the common carrier.

8. QUOTATIONS. Quotations are based on the Customer's written list of materials. Customer assumes all responsibility for the accuracy, acceptance, and compliance with any plans or specifications for all materials sold hereunder, and Supplier assumes no responsibility for same. Materials sold by Supplier are not sold to any standard specification or origin unless reference to such standard specification is written in Supplier's quotation. Valid quotations must be obtained in writing, and are subject to availability and change in price unless such written quotation states otherwise. Verbal quotations will not be honored.

9. INSTALLATION, HANDLING AND USE INDEMNIFICATION. Supplier is not responsible for the handling, use or installation of materials sold to Customer. Customer shall indemnify, defend and holds Supplier harmless from all claims, damages and losses (including attorneys' fees on a full indemnity basis) arising from or related to the handling, installation or use of materials sold to Customer.

10. FORCE MAJEURE. Supplier shall not be liable in damages or otherwise for any failure or delay in performance on any obligations hereunder, where such failure or delay is caused an event of force majeure, which is any event, occurrence or circumstance reasonably beyond Supplier's control, including without limitation, failure or delay caused by or resulting from acts of god, pandemic, strikes, labor disputes, fires, floods, wars, riots, destruction or unavailability of materials or components, delays of carriers or suppliers, embargoes, accidents and restrictions imposed by any governmental authority (including but not limited to allocations, priorities, requisitions, quotas and price controls).

11. JURY WAIVER AND GOVERNING LAW. These Terms shall be governed by and construed pursuant to the laws of the State of Texas without giving effect to any principles of conflict of laws. CUSTOMER AND SUPPLIER HEREBY KNOWINGLY AND INTENTIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY).

12. VENUE - All collections actions by Supplier against Customer or Customer's guarantor arising from Customer's failure to pay for materials and related charges ("Collections Actions") may be submitted to the State or Federal courts located in Dallas County, Texas. If the Collections Action is so submitted to such courts, Supplier and Customer waives any right it may have to assert the doctrine of forum non conveniens or to otherwise object to venue with regard to the Collections Actions so brought in such counties and Supplier and Customer agrees that the State and Federal courts located in such counties shall have in personam jurisdiction over each party for the purposes of litigating the Collections Actions.

13. MISCELLANEOUS. (a) Every purchase of materials, including all quotations, orders and invoices, shall be governed by and be deemed to include the provisions of these Terms. In the event of any inconsistency between these Terms and a quotation, order or invoice, these Terms shall prevail, unless otherwise agreed to by the parties in a written agreement executed by the Customer and an officer of MH. These Terms represent the entire agreement between the parties concerning the matters addressed in these Terms and all oral discussions/ representations/agreements and prior agreements are merged herein. Notwithstanding the foregoing, these Terms shall not serve to supersede, void or otherwise reduce any obligations of the Customer or Customer's guarantor under any written credit application, promissory note, guaranty, security agreement, or other written agreement duly executed. (b) The remedies reserved herein shall be cumulative and in addition to any other remedies provided in law or equity. (c) Customer may not assign its rights and obligations under these Terms except with the written consent of MH. (d) To be binding and effective, any waiver of any rights by MH must be in a writing executed by an officer of MH. No waiver of breach of any provision of these Terms shall constitute a waiver of any other breach. (e) If any provision of these Term is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable and the unenforceable provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, in keeping with the intent and spirit behind such provision. (f) These Terms may be modified by MH from time to time in the future. If the Terms are modified by MH, the modified Terms will be posted by MH on its website. To the extent that Customer places any orders after the effective date of the modified Terms, Customer shall be deemed to have accepted and agreed to be bound by the Terms as modified. It is hereby understood that these Terms may not be modified by any oral statement or representation by any MH staff. (g) MH's Terms prevails over all of Customer's terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. Sale of materials by MH to Customer is based only on these Terms and any proposal by Customer to add additional provisions is hereby rejected, unless modification of the Terms is agreed to in a written agreement signed by Customer and an officer of MH.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Acceptance of Notice of Completion, Dave Bang Associates Inc., Removal and Installation of Rubber Surfacing, Pre-K Play Area at Monterey High School (Deferred Maintenance)

Background:
The District is seeking to replace failed rubber tiles that have separated with poured-in-place rubberize surface for restored safety.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.6 Review and prioritize strategies with the Communications Plan.

Discussion/Issues:
On July 15, 2021, the District received two estimates from Dave Bang Associates Inc.: CA247671 for demolition ($5,182) and estimate CA247669 for the installation of rubber surfacing ($9,425.98) for the Pre-K play area at Monterey High School. Work was completed October 2021.

Fiscal Impact:
$14,607.95 (Deferred Maintenance)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: removal and installation of rubber surfacing in the Pre-K play area at Monterey High School, PO#22000587, not to exceed $14,607.95 (14.0-00000.0-00000-85000-6170-530-0000) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Acceptance of Notice of Completion, Dave Bang Associates Inc., Site Prep and Installation of Rubber Surfacing, Bret Harte Elementary School (Bond Fund)

Background:
To improve the safety of the playground equipment, the current sand fall protection is being replaced with poured-in-place rubberized surface. This will stabilize the maximum fall zones.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
On July 12, 2021, the District received two estimates from Dave Bang Associates Inc.: CA247624 for site prep ($43,572.09) and estimate CA247622 for the installation of rubber surfacing ($81,994.55) at Bret Harte Elementary School. Work was completed during summer 2021.

Fiscal Impact:
$125,566.64 (Bond Fund)

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: site prep and installation of rubber surfacing at Bret Harte Elementary School, PO# 22000648, not to exceed $125,566.64 (21.3-00000.0-91006-85000-6170-205-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Larry Cross, Director of Facilities
SUBMITTED BY:	Crystal Cozakos, Facilities, Operations and Construction Technician
DATE:	January 20, 2022
SUBJECT:	Acceptance of Notice of Completion Western Allied Corp., CUPCCAA Bid 2021-002, Installation/Conversion of Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School (Bond Fund)

Background:
The District is in the process of retrofitting the HVAC system in the auditorium at Stevenson Elementary School. A job walk was held on February 11, 2021; four (4) contractors attended. The bid closed on February 26, 2021; Western Allied Corp. was the only contractor to submit a bid package and a Notice of Intent to Award was sent to the vendor on March 5, 2021.

District-Wide Goals for 2021-2022:
4.1 Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial ad budget information

4.2 Continue construction/ modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibility of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

Discussion/Issues:
Western Allied Corp. will provide all labor, materials, appliances, and tools necessary for the installation/conversion of an existing furnace unit (Reznor PGBL-400 12,000 CFM) into an HVAC unit system as specified and indicated in the scope of work. The District will provide the Equipment-Carrier Condensing Unit Model #38APD03054-12020/Serial #2919Q65819 (30) Ton DX Unit; all other equipment and supplies will be provided by the contractor. The special-order Evaporative Coil Unit must be purchased from Coilmen Plus, Model #3EJ1206B 36"x68" Coil Unit. Work was completed in summer 2021.

Financial Impact:
$93,810 (Bond Fund)

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: Installation/Conversion of the Existing Furnace Unit into an HVAC System in the Auditorium at Stevenson Elementary School, PO# 22001096, not to exceed $93,810 (21.3-00000.0-91003-85000-6230-2150000) Bond Fund and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

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:	Terri Ramirez-Adams, Administrative Secretary II
DATE:	January 20, 2022
SUBJECT:	Approval of Non-Instructional Consultant Services

Background:

The purpose of the Non-Instructional Consultant Services is to support the goals of the school and/or District. Consultants are selected based on their qualifications, expertise and experience. When a non-instructional 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 non-instructional consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the non- instructional 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:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the non-instructional consultant services for the purpose of supporting the school and/or District goals, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF NON-INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: January 20, 2022

Site	Name	Purpose	Dates	Cost	Appropriation Number
Instructional Services	Sandra DeBarros	Proofread school safety plans and advise Stacy Cashman and School Principals of any needed changes. Work may be asked that may be done remotely to support schools and Instructional Services Department	1/21/2022–6/30/2022	$13,000	01.0-32120.0-00000-72000-5850-7429000

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 20th of January, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Sandra De Barros hereinafter referred to as "Consultant."

Payee's Name Sandra De Barros Daytime Phone Number (818) 426-3918

Email Address sandroca940@gmail.com

Mailing Address 6711 Follette St. Carlsbad, CA 92011

Sponsoring Administrator Sharon Cuseo

Board Approval Date January 20, 2022

Account String 01.0-32120.0-00000-72000-5850-7429000

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

Retired Employee: Please check if you belong to ____ **calPERS** X **cal STRS Retirement Date** 7.1.21

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 $ 649.92 per day (40 hours per week) ~~per hour ☐/ per day ☐/ per session ☐~~ for a total not to exceed $13,000.00 (20 days)** **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on 1/21/22 and terminating on 6/30/22.
3. Payment Terms: paid monthly based on days submitted
4. Consultant will provide the following services:

   Proofread school safety plans and advise Stacy Cashman and School Principals of any needed changes.
   Work may be asked that may be done remotely to support schools and Instructional Services Department.

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.

BUSD Authorized Signature/Title	Date	Sandra De Barros	Consultant Sandra De Barros	1/12/22 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Req will be created. This Purchase Req will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Req.

Revised 06/19

Sandra DeBarros served the Jefferson community as Principal for eight years and before that the Disney Elementary School community as principal for six years. Sandra also served as assistant principal at Miller Elementary School for three years. Sandra was also a teacher at McKinley Elementary School for nine years.