BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, May 20, 2021

6:00 p.m. - Closed Session - Will be held in-person at the District Office
7:00 p.m. - Public Session - Will be held virtually

Virtual Meeting - 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

1.a NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the Closed Session will be held in-person in the District Office Teacher Resource Room, to discuss matters on the Closed Session agenda, at 6:00 p.m. The Open Session (7:00 p.m.) will be held virtually pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom, which suspends certain requirements of the Ralph M. Brown Act. Balancing the health risks associated with the Coronavirus (COVID-19), while appreciating the public's right to conduct the people's business in a transparent and open manner. In the interest of public health and safety, senior staff and the public will join the Open Session at 7:00 p.m. and attend the meeting virtually until social distancing directives have been lifted. The public can stream the meeting at www.burbankusd.org/boemeetings.

Any individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. Listed below are the instructions for public comment during Board of Education meetings:

1. Public Speakers please email Kimberley Clark at kimberleyclark@burbankusd.org no later than 1 hour and 15 minutes prior to the start of the public meeting (before 5:45 p.m.) stating your full name and the topic you wish to speak about.

2. Speakers are asked to log into the Board meeting virtually through the Zoom invitation no later than 5.45 p.m. The meeting will open at 6:00 p.m. and will be locked at 6:45 promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting. Upon receipt of an email request, the Zoom meeting login details will be emailed to each individual speaker.

3. Speakers should rename their Zoom profile to indicate their real name to expedite this process.

4. When it is time for a speaker to address the Board, the speaker's name will be called and the microphone on the Zoom account will be activated. Speakers must be present in the Zoom

meeting when their name is called in order to be given an opportunity to address the Board. Speakers are also requested to state their name prior to addressing the Board.

5. After a speaker completes their public comment or if the five-minute (5) time limit has been reached, the microphone for the speaker's Zoom profile will be muted.

6. The Zoom meeting will be closed following the Public Communications portion of the meeting.

If you have questions or need assistance regarding the process, please email Kimberley Clark at kimberleyclark@burbankusd.org or Rose Garcia at rosegarcia@burbankusd.org.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on May 20, 2021. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

2.b Staff Responses

2.c Board Members' Comments and Responses

3. CLOSED SESSION

The Board will meet in Closed Session for the purpose of the following:

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

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

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

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

3.e Expelled Students for Re-admittance in the Burbank Unified School District as per Board Policy 5144 and Education Code 48917
The Board of Education will meet in closed session pursuant to Board Policy 5144 and Education Code Section 48917 to consider the re-admittance recommendation report from the District Transfer Review Committee for Student 960007209, as presented in Confidential Exhibit 3e.

3.f Conference with Legal Counsel - Existing Litigation Pursuant to Government Code §54956.9 (b)(1) and (b)(3)(A)
Final Settlement Agreement for Special Education Student 960014638

3.g Conference with Assistant Superintendent, Administrative Services, Existing Litigation Pursuant to Government Code Section 54956.9(1)(d)
Name of case: Johanna Chase v. Burbank Unified School District et al, Los Angeles Superior Court Case No. 20STCV20573

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. PRESENTATIONS / RECOGNITIONS

8.a Presentation of Skills USA Program Competition Results and NAF Academy Student Recognition
Sharon Cuseo, Assistant Superintendent, Instructional Services, will facilitate the presentation

of the Skills USA Program competition results and NAF Academy student recognition.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications

An individual or group representative may address the Board of Education on any agenda item or subject within its jurisdiction. In order to facilitate public participation at Board meetings while adhering to proper social distancing guidelines, the Board of Education will accept public communications virtually through a Zoom invitation no later than 5:45 p.m. on May 20, 2021. The meeting will be locked at 6:45 p.m. promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 5:45 p.m. will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda section I to see the new instructions regarding Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

9.b Staff Responses

9.c Board Members' Comments and Responses

10. REPORTS TO THE BOARD

10.a Superintendent's Comments

Matt Hill, Superintendent, will comment on items of interest to the Board of Education and community.

10.b Report on District Mental Health and Wellness Survey

John Paramo, Assistant Superintendent, Educational Services, will report on the findings of the 2020 BUSD Mental Health and Wellness Survey, as presented.

2020 Wellness Survey Board Report.pdf

10.c First Reading of Proposed Revisions to Board Policy 6161.1 and Administrative Regulation 6161.1

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

First Reading of Proposed Revisions to BP and AR 6161.1 with Draft.pdf

11. NEW AND/OR UNFINISHED BUSINESS

11.a Adoption of Resolution 43 in Support of Pride Month, June, 2021
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education adopt Resolution 43 in Support of Pride Month, June, 2021, as presented.

Resolution 43 LGBTQ.pdf

11.b Adoption of Resolution 44 Proclaiming May 18, 2021 as Speech Pathologist Day
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 44 Proclaiming May 18, 2021 as Speech Pathologist Day, as presented.

Resolution - Speech Pathology Day.pdf

11.c Adoption of Resolution 45 – Proclaiming May 22, 2021 as Harvey Milk Day.
John M. Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 45 – Proclaiming May, 2021 as Harvey Milk Day, as presented.

Harvey Milk Day Proclamation 5 20 21.pdf

11.d Second Reading and Acceptance of the District's 2021 - 2024 Initial Bargaining Proposal with the California School Employees Association (CSEA), Chapter 674
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education accept the District's 2021 – 2024 Initial Bargaining proposal with the California School Employees Association, Chapter 674, as presented.

CSEA Acceptance.pdf

11.e Approval of Fee Increase for Around the Bell Program
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the proposed rate increases for the Around the Bell Program, as listed in the Report to the Board, effective July 1, 2021, as presented.

ATB Fee Increase 052021 v2.pdf

11.f Ratification of Burbank Unified School District Expanded Learning Opportunities Grant Plan
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the Burbank Unified School District Expanded Learning Opportunities Grant Plan, effective July 1, 2020 through August 31, 2022 as presented.

Ratification of ELO Grant with Plan and PPT.pdf

11.g Approval of Proposed Revision of Selected Board Policies and Administrative Regulations
Matt Hill, Superintendent, recommends that the Board of Education approve the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

Policy Updates_December 2020_052021.pdf

11.h Acceptance of Gifts

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

Gift Report_052021.pdf

12. CONSENT AGENDA

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

12.a Action on Student Re-Admission

The Board of Education will take action in public session on the re-admittance recommendation by the District Transfer Review Committee for Student 960007209, as presented in Confidential Exhibit 3e.

12.b Amended Final Settlement Agreement (Special Education)

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960014638, no fiscal impact to the District (01.0-65000.0-50010-36000-5813-7440000), effective April 27, 2021 through May 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on August 20, 2020 at no cost to the District. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the date to access services from May 30, 2021 to May 30, 2022.

SPED Student 960014638 Amended Settlement Agreement.docx.pdf

12.c Approval of Minutes

Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of May 6, 2021, as presented.

Minutes.05.06.21.pdf

12.d Approval of Personnel Report Number 20-21-18

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 20-21-18, covering Certificated and Classified personnel, and consisting of Pages 1 to 10 inclusive, as presented.

Personnel Report.pdf

12.e 2020-2021 Purchase Order Report

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve Purchase Orders for 2020-2021 as listed through April 19, 2021, as presented.

2020-2021 Purchase Order Report.pdf

12.f Approval of Warrants
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $1,159,026.28, commercial warrants in the total amount of $1,092,277.64, as presented

Warrants.pdf

12.g Ratification and Approval of Instructional Consultant Services
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify and 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.pdf

12.h Ratification and Approval of Instructional Consultant Services
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify and 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 Non-Instructional Consultants.pdf

12.i Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Zarik Hacopian, School Psychologist, to provide assessments, written reports and attend student IEP meetings, not to exceed $15,000 (01.0-32150.0-57602-11100-5850-7449000), effective April 1, 2021 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Consultant Agreement_Zarik Hacopian_Ratification.pdf

12.j Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Hayutin & Associations, Inc., to provide educational services for Special Education Student 960031425, not to exceed $3,500 (01.0-65000.0-57602-11900-5850-7440000), effective April 20, 2021 through June 10, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960031425_Hayutin & Assoc_Ratification.pdf

12.k Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide vision therapy for Special Education Student 960027543, not to exceed $4,200 (01.0-65000.0-57700-11900-5850-7440000), effective May 3,

2021 through February 28, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960027543_Burbank Optometric_Ratification.pdf

12.l Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Susan Curtis to provide administrative support with special education compliance mandates, not to exceed $3,000 (01.0-32150.0-57602-11100-5850-7449000), effective May 1, 2021 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Consultant Agreement_Susan Curtis_Ratification.pdf

12.m Ratification of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Danielson Educational Consulting to provide professional development, not to exceed $8,800 (01.0-90201.0-50010-21000-5851-7448902), effective May 1, 2021through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Consultant Agreement_Danielson Educational Consulting_Ratification.pdf

12.n Ratification of Approval of Contracts C-21113:20:21 and C-21114:20:21 with the Los Angeles County Office of Education for Participation in a Virtual Program of Outdoor Science & Conservation Education
Peter Knapik, Director, Elementary Education, recommends that the Board of Education ratify the approval of Contracts C-21113:20:21 (Washington Elementary) and C-21114:20:21 (Edison Elementary) with the Los Angeles County Office of Education for Participation in a Virtual Program of Outdoor Science & Conservation Education, effective April 26, 2021 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

OSS Ratification_052021.pdf

12.o Approval of Agreement for Professional Services
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2021 through June 30, 2022, not to exceed $27,497 (01.0-00000.0-00000-72000-5840-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

Agreement - Frontline.pdf

12.p Approval of Professional Services Agreement with SensLynx
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and SensLynx,

effective July 1, 2021 through June 30, 2022 (13.0-53100-0-00000-37000-5890-749-0000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

SensLynx Monitoring 21-22 .pdf

12.q Approval of Professional Services Agreement with Eleyo

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Eleyo, to provide a comprehensive Child Care Management System, not to exceed $10,000 monthly (12.0-90602-0-00000-2700-5840-754-0000 and 12.0-90601-0-00000-2700-5840-508-0000) effective July 1, 2021 through June 30, 2022 and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Eleyo - Child Care Software.pdf

12.r Amendment of Award of Contract, Garland/DBS Inc. (GDI), Roof Maintenance Agreement, District-Wide (Deferred Maintenance)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend an award of contract between Burbank Unified School District and Garland/DBS Inc. (GDI), Waterproofing for a Roof Maintenance Agreement District-Wide, effective March 5, 2021 through March 5, 2022, not to exceed $149,979 (14.0-00000-0-00000-81000-5810-740-0523) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The original agreement was board approved on March 4, 2021. This amended agreement corrects the vendor's name from ADCO Roofing & Waterproofing to Garland/DBS Inc. (GDI).

Amend_Garland_Roof Maint._District Wide_Def. Maint.pdf

12.s Acceptance of Notice of Completion, Field Contract #2021-008, Furnish and Install Batting Cage Post Padding at Olive and McCambridge Park Fields (Joint Use Capital Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: furnish and install batting cage post padding at Olive and McCambridge Park Fields, not to exceed $18,465.87 (01.0-81500.0-00000-85000-6170-752-3300) Joint Use Capital Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, at presented.

NOC_City Field Post Padding.pdf

13. REQUESTS TO ADDRESS THE BOARD

13.a Public Communications

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Public Comment via a Zoom invitation). The meeting will be streamed by visiting the District's website Board of Education page at https://www.burbankusd.org/boemeetings.

13.b Staff Responses

13.c Board Members' Comments and Responses

14. ADJOURNMENT

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Report on District Mental Health and Wellness Survey

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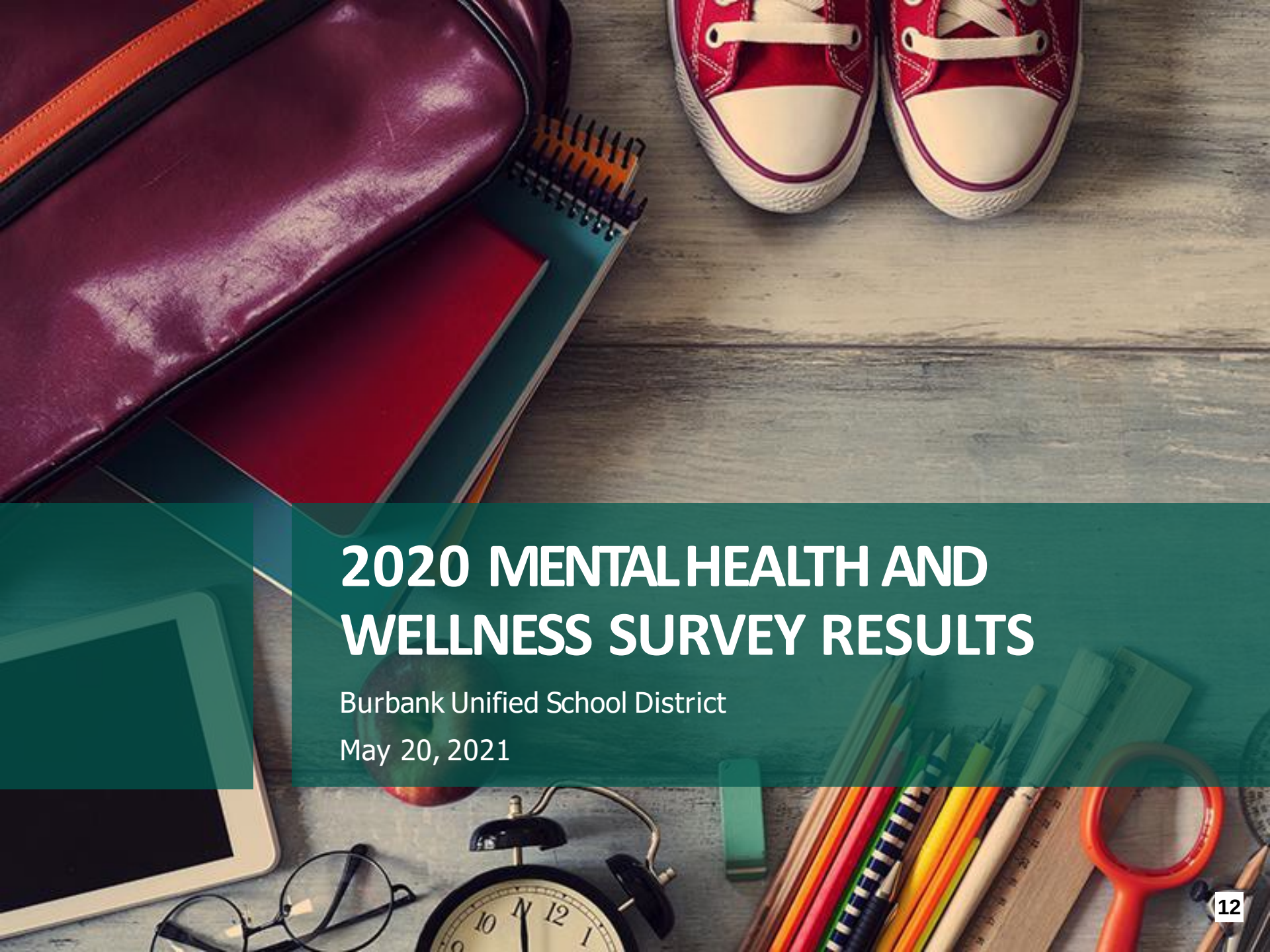
Background:
In the fall of 2020, the District, in partnership with Hanover Research, Inc. administered a comprehensive Mental Health and Wellness Survey for all District staff members and students in grades 9-12. The survey opened on September 17, 2020 and closed on November 6, 2020. The purpose for administering the survey was to help Staff learn more about how the District's employees and students perceived available mental health and wellness resources and determine areas in which more support may be needed. Overall, 900 high school students and 423 staff members participated in the survey. The survey was offered in English, Spanish and Armenian.

District Goals (2020-21):
7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion/Issues:
The Mental Health and Wellness Survey yielded several significant findings, many of which provided insight into what areas the District should focus its efforts moving forward. Some of the key findings were as follows:

- Anxiety or stress-related counseling or support services would benefit students most.
- A large majority of students report stress and anxiety. Over one-fifth of student participants (62%) say they are often or almost always stressed or anxious.
- Students report boredom (67%), social isolation/loneliness (65%), and mental and emotional health (61%) are the biggest challenges stemming from the move to distance learning.
- Two-thirds of students report it is unlikely they would seek mental or social-emotional support from school staff.
- In general, respondents report that services and programs are effective with psychological assessments (67%), and group counseling (63%) ranked highest.
- Barriers to students accessing support services are unwillingness to receive help (27%), lack of knowledge about who to ask for help (26%), knowledge of available services (25%), and stigma associated with using services (23%). Importantly, 42% of students say "not applicable."

Recommendation:
John Paramo, Assistant Superintendent, Educational Services, will report on the findings of the 2020 BUSD Mental Health and Wellness Survey, as presented.



2020 MENTAL HEALTH AND WELLNESS SURVEY RESULTS

Burbank Unified School District

May 20, 2021

INTRODUCTION

This presentation provides an overview of the results of the annual **Mental Health and Wellness Survey**

- Administered annually to district staff and Grade 9-12 students
- Most recent 2020 survey collected responses from September to October 2020
- Survey administered and analyzed by Hanover Research

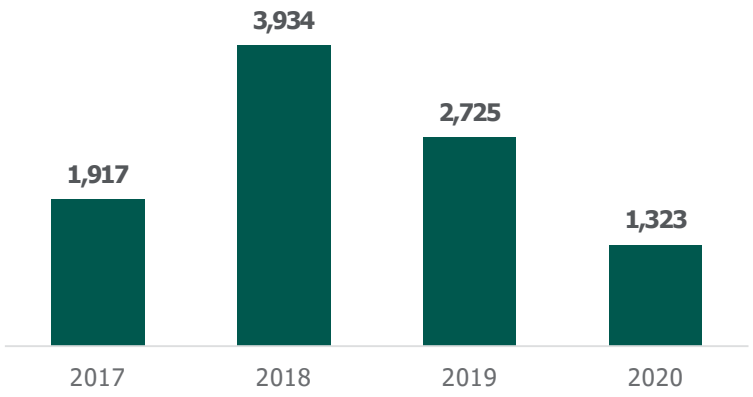
PRESENTATION CONTENTS

- Details on survey participation
- Key trends and findings from the 2020 survey
- Longitudinal trends from prior survey years

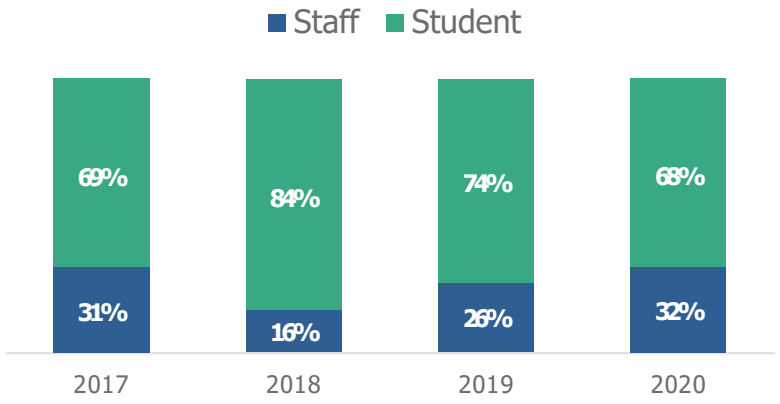
SURVEY RESPONDENTS

- A total of 1,323 staff and students participated in the 2020 survey.

Total Survey Respondents by Survey Year



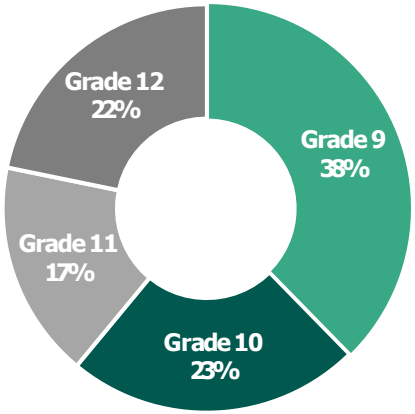
Survey Respondents by Stakeholder Group



2020 SURVEY RESPONDENTS

- Early high schoolers (Grade 9-10) comprise 61% of student respondents
- Teachers comprise 51% of staff respondents

2020 Student Respondents by Grade Level



KEY TRENDS AND PRIORITIES – 1 OF 2

Common themes across survey questions highlight the following areas as priorities for supporting student mental health:



STUDENT AND STAFF STRESS AND ANXIETY

A growing percentage of both students and staff, from 40% in 2017 to 56% in 2020, report feeling stressed or anxious. Students also view counseling and support for stress and anxiety as the area they would benefit from most.



LIKELIHOOD OF SEEKING SERVICES AT SCHOOL

Across all four survey years, a consistently small percentage of students (average of 13%) report being likely to seek out school-provided mental health or social-emotional support.

KEY TRENDS AND PRIORITIES – 2 OF 2

Common themes across survey questions highlight the following areas as priorities for supporting student mental health:



HOMEWORK

2020 marked a significant increase in the percentage of students reporting that homework is a moderate or large source of stress or anxiety.



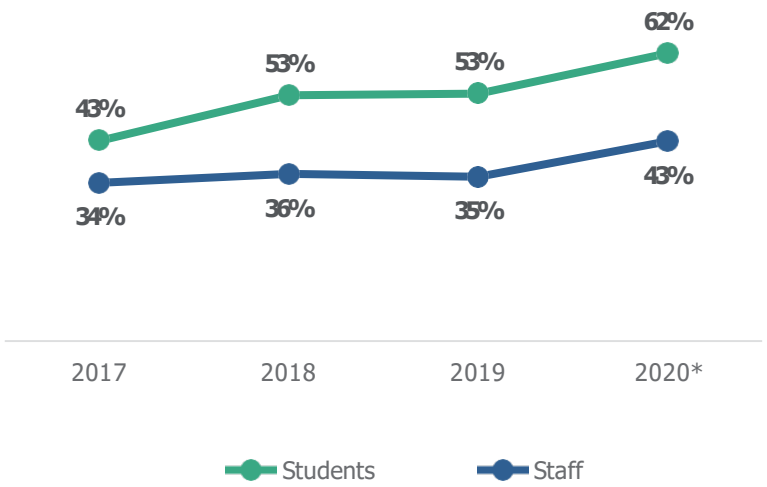
IMPACT OF DISTANCE LEARNING

Nearly all students (93%) report some mental health or social-emotional challenge stemming from distance learning, with boredom (67%) and social isolation (65%) as the most common challenges.

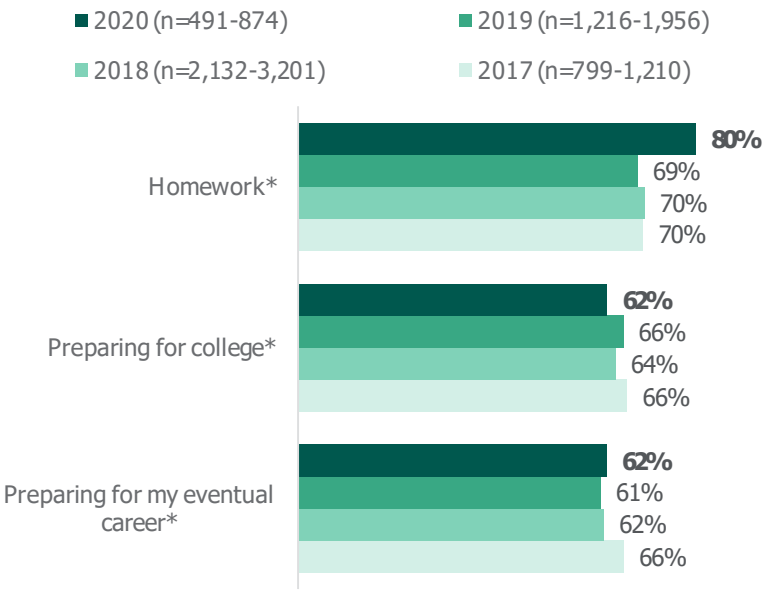
STUDENT STRESS AND ANXIETY

- Both students and staff are significantly more stressed and anxious in 2020 compared to prior survey years.
- Students' top sources of stress include homework and preparation for college and career.

In general, how would you rate your typical level of stress or anxiety?
(% Often + % Almost Always)



Students: Top 3 Sources of Stress or Anxiety
(% Moderate + % Large Source)

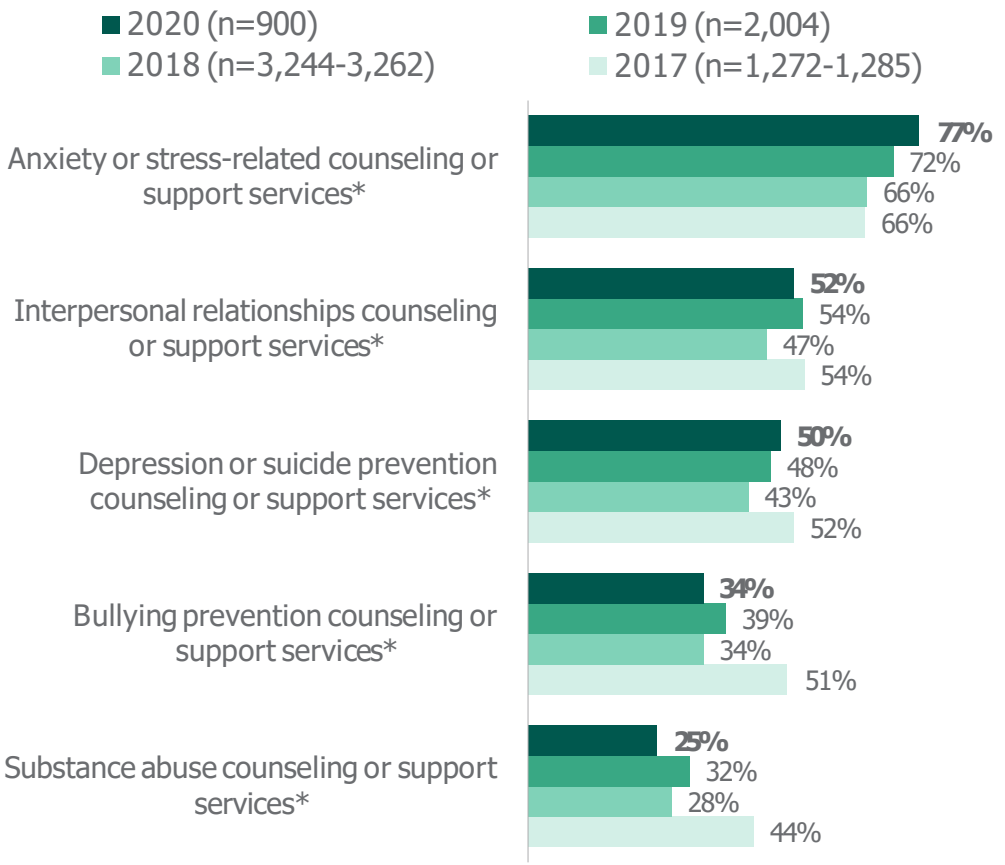


*Statistically significant difference

STUDENT DEMAND FOR COUNSELING SERVICES

- Students view anxiety or stress-related services as the most beneficial.
- Demand for anxiety and stress-related services has also increased over time.
- Demand for bullying and substance abuse services has declined over time.

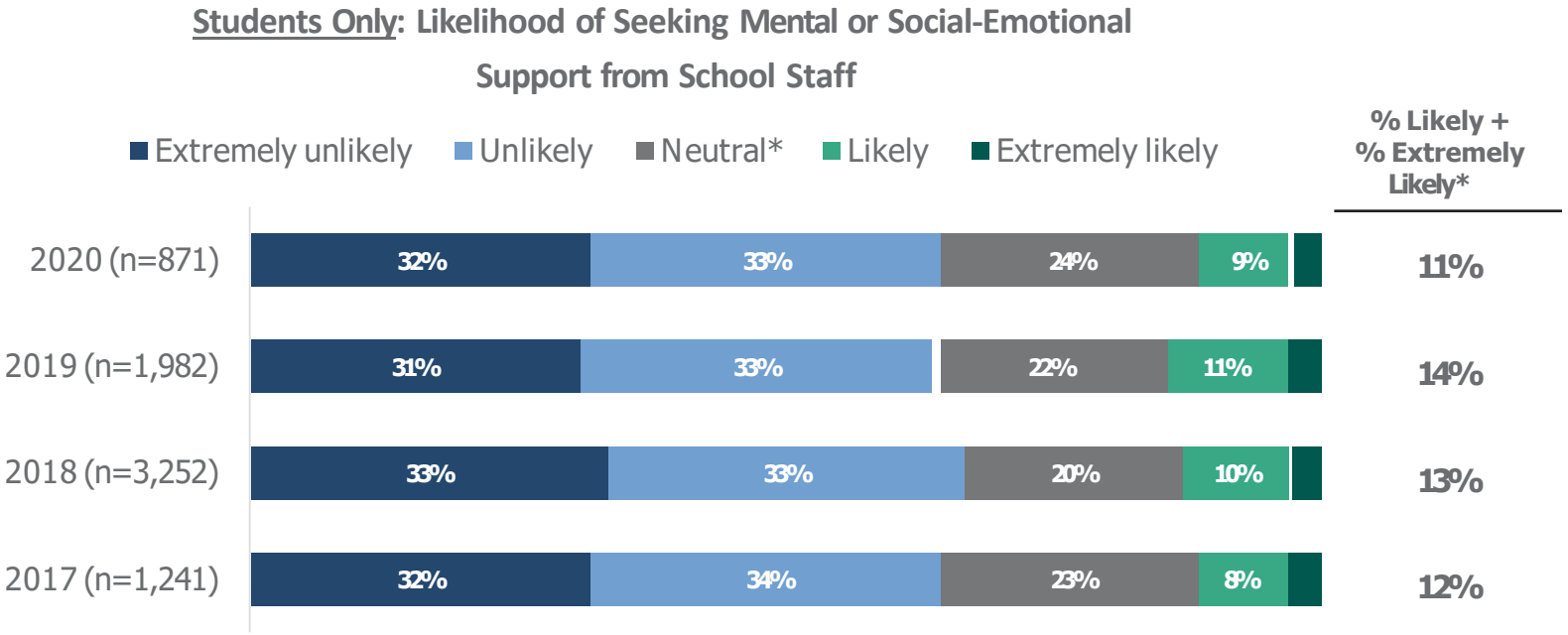
Students Only: To what extent would you benefit from the following counseling or support services?
(% Somewhat + % Very Beneficial)



*Statistically significant difference

STUDENT PURSUIT OF SUPPORT

- A consistently small percentage of students are likely to seek mental health or social-emotional support at school.

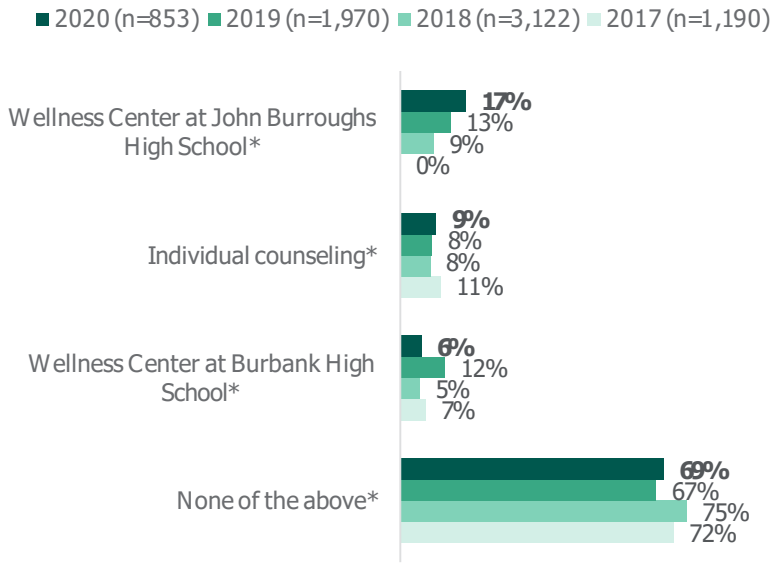


*Statistically significant difference in 2020

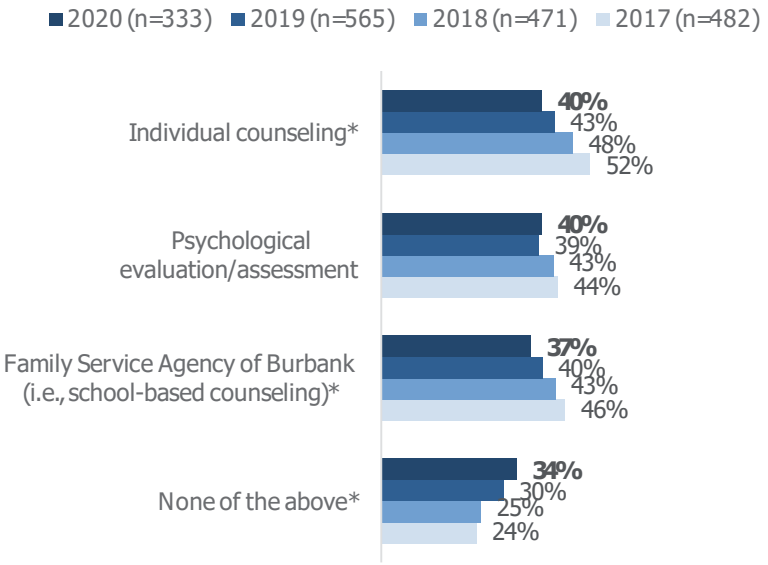
STUDENT PERCEPTION OF SUPPORT

- In 2020, nearly 70 percent did not use any of the listed school-provided services or programs.
- Students are most likely to use a wellness center or individual counseling.
- Staff are most likely to be aware of individual counseling and assessment services.

Students Only: Top 3 Most Used School-Provided Services and Programs



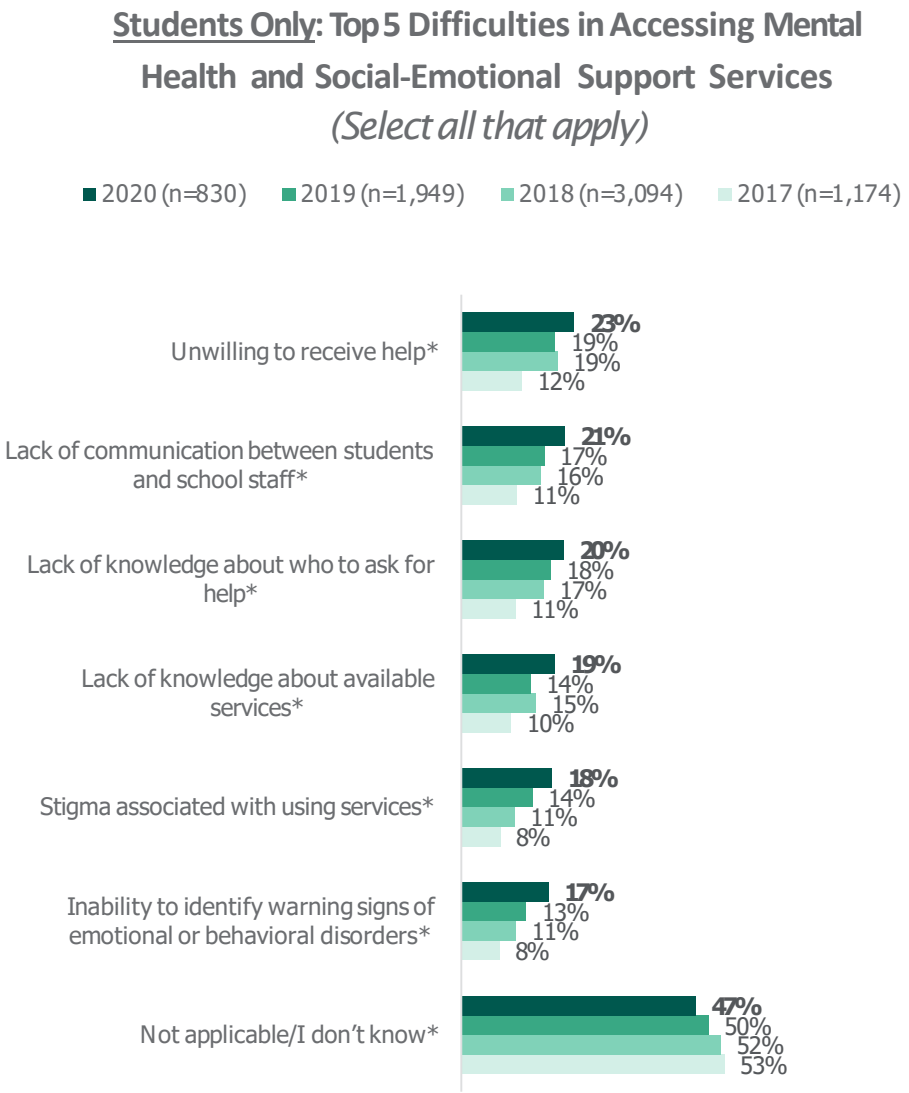
Staff Only: Top 3 Most Aware/Referred School-Provided Services and Programs



*Statistically significant difference

BARRIERS TO ACCESS SUPPORT

- Lack of will, communication, and knowledge are the most common barriers reported by students.
- Students are increasingly likely to report these as barriers to access.
- About half of students do not report any barriers to access support services or don't know.



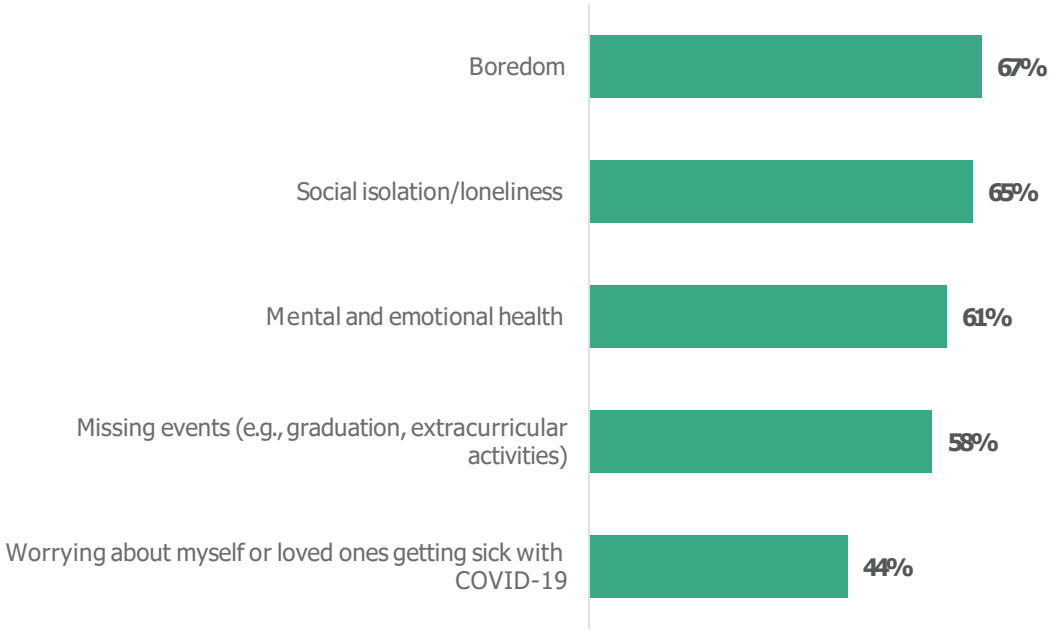
*Statistically significant difference

DISTANCE LEARNING CHALLENGES

- Nearly all students report at least one mental health or social-emotional challenge related to distance learning, with boredom and social isolation as the most common challenges.

2020 Students Only: Top 5 Biggest Personal and Mental Health / Social-Emotional Challenges Related to Distance Learning

(n=873, Select all that apply)



Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 20, 2021
SUBJECT:	First Reading of Proposed Revisions to Board Policy 6161.1 and Administrative Regulation 6161.1

Background:

In the fall of 2020, the principals at John Burroughs High School, Burbank High School, Dolores Huerta Middle School, Luther Burbank Middle School and John Muir Middle School received complaints regarding five novels taught in the secondary schools. The Superintendent appointed a committee to review the complaints. The committee did not reach a consensus and all materials were provided to the Superintendent for his decision. As a part of his decision, he stated the following:

> The time is now for the Burbank Unified School District to work with our teachers to do better. Our teachers and administrators are amazing professionals. We need to allow them to lead the process to select new books. We must work with them to take the following actions:
>
> 1. Work with our teachers and administrators to establish a clear rationale and criteria for why we designate books as core novels. As the Committee suggested, we can incorporate resources from Looking Critically at a Curricular Unit, National Council of Teachers of English (NCTE), The Conscious Kid, and other resources to guide our work. At a minimum, these criteria should answer the following questions:
>   • Do these books create access and opportunity for all students—particularly for groups of students, such as Black students, who have been historically left out of the curriculum?
>   • Do these books create a climate of inclusion for all students—particularly for groups of students, such as Black students, who have been historically left out of the curriculum?
>   • Who wrote the curriculum?
>   • Who published the curriculum?
>   • What was their personal experience with the topic?
>   • What lens did they use when they wrote their book?
>
> 2. Select new core novels based on the newly established criteria.
>
> 3. Establish a process to review our reading list on a frequent basis. This review should take place at least every eight years or when we adopt new curriculum.

4. Provide professional development so that we are all better prepared to discuss race and racism at school.

5. Continue with the multiple aspects of our Diversity, Equity, and Inclusion work by working with teachers, students, parents, administrators, and classified staff.

District Wide Goals for 2020-2021:

2. Improve Learning and Achievement for all students.

Discussion and Issues:

Process:

The District staff team (Assistant Superintendent of Instruction, Teacher on Special Assignment for Induction and Professional Development, Assistant Superintendent of Educational Services, a site principal and three assistant principals began the process of reviewing the criteria for the selection of instructional materials in January of 2021. Members of the team met with each secondary English department to gather input from the teachers. The goal was to show them what some other districts had done and to solicit from them criteria that were most important to teachers. The team met with other content area teachers separately and received input from them. In addition, the presentation was provided to principals and curriculum specialists to gather more input. The team then created the draft policy and sent that out to all teachers, the Council PTA and the Diversity, Equity and Inclusion Committee and selected student groups.

Suggested changes to the Draft Policy:

No.	Draft Policy Page No.	Suggested Edit
1	5- point 8	a. **Replace-** Accurate with Diverse or b. **Insert** -as evidenced by multiple perspectives representing many religious, ethnic and cultural groups etc.
2	7-Paragraph 1	**Insert**- Teachers will be required to attend specific professional development if they are teaching material containing the "N" word
3	7-Bullet 4	**Insert**- Require contextualizing the "N" word (historically) whenever it appears in the text
4	7-Bullet 6	Students who opt out of a novel are still part of the class and should not be penalized for this choice
5	3-paragraph 4	**Insert- instructional practices after subject matter &**
6	4-point 1 Paragraph 2	**Insert**- From National Council of Teacher of English (NCTE) Guidelines for Selection of Materials in English Language Arts Programs, "materials must be selected with an eye toward coordinating instruction within and between grade levels, course and curriculum." This should include the K-12 curriculum.
7	7	**Insert**- No materials that contain the "N" word will be allowed. **Remove** paragraph directly following, "Regarding the "N" Word in Instructional Materials"
8	2-Paragraph 3	**Insert**- and makes a strategic effort to include families, providing translators when necessary- after the word encourages in line 1

9	7	**Insert**- Decolonization: Work toward undoing, dismantling the effects of the oppressor/oppressed regime or structures imposed by a colonial power. For a classroom, this can mean unlearning and removing oppressive curriculum, language, images, norms, etc. (This is from the CTA website)
10	7- Bullet 1	**Remove-** first sentence
11	8-Bullet 2	**Replace-** all with diverse
12	7	**Replace** paragraph Regarding the "N" word in Instructional Materials- Language in Instructional Materials: The District prohibits all racial epithets from being verbalized in any classroom. Students and teachers cannot read passages aloud that contain racial epithets. The District does not encourage the selection of material that contains racial epithets; however, the District recognizes that voices of writers from a variety of backgrounds are critical to present multiple perspectives of the American landscape, their stories, and their experiences.
13	7-Bullet 5	**Replace** – in grades 11 and 12 with high school
14	7- Bullet 5	**Replace** – where with when
15	5-11	Replace- students of varied interests with the diverse and varied interests of students
16	7-Last paragraph	**Replace**- collated with collected
17	7-Bullet 2	**Replace-** his or her with their
18	7- Bullet 1	**Remove**-bullet 1
19	7-Bullet 4	**Replace-** 11 and 12 with six through twelve. **Remove** the rest of the bullet point.
20	7-Bullet 6	**Insert-** If a student opts out of one selection by a Black author, the replacement book must be by a Black author.

Fiscal Impact:

At this time there is no fiscal impact.

Recommendation:

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

Working Copy

Yellow – new CSBA language

Grey – staff language

Board Policy

Instruction BP 6161.1(a)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect **and value** society's diversity, and enhance **instructors' ability to educate all students through** the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology- based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or **that** have**, during the district's review process-**been determined to be aligned with the state academic content standards adopted **by SBE**. (Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and **the accompanying** administrative regulation. (Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the

district's instructional materials**, including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource**. (Education Code **60010,** 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or **other** instructional materials **that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE** in each of the following subjects: (Education Code 60119)

1. Mathematics
2. Science
3. History-social science
4. English language arts, including the English language development component of an adopted program
5. World language
6. Health

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks or **other** instructional materials to use in class and to take home. This does not require that each student have two sets of materials.

However, materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class

and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. (Education Code 60119)

If the Board determines that there are insufficient textbooks or **other** instructional materials, **the district** shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

Complaints

Complaints concerning instructional materials shall be handled in accordance with **BP/AR 1312.2 - Complaints Concerning Instructional Materials or AR 1312.4 - Williams Uniform Complaint Procedures, as applicable.**

CSBA Sample

Administrative Regulation

Instruction AR 6161.1(a)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

Review Process

The **district's** review process **for evaluating instructional materials shall** involve teachers in a substantial manner and shall encourage the participation of parents/guardians and community members **in accordance with** Education Code 60002)**. The review process** may **also involve** administrators, other staff who have subject-matter expertise, and students as appropriate. **The Superintendent or designee shall seek input from stakeholders with diverse backgrounds and perspectives.**

If the district **is considering the** use **of** instructional materials for grades K-8 that have not been adopted by the **State Board of Education (**SBE**)**, the

Superintendent or designee shall ensure that a majority of the participants in the district's review process are classroom teachers who are assigned to the subject area or grade level of the materials. (Education Code 60210)

The Superintendent or designee may establish **an advisory committee to conduct the review of instructional materials**.

The Superintendent or designee shall present to the Governing Board recommendations for instructional materials and documentation that supports the recommendations.

All recommended instructional materials shall be available for public inspection at the district office.

When possible, the district may pilot instructional materials, **in** a representative sample of classrooms for a specified period of time during a school year, in order to determine **the extent to which** the materials support the district's curricular goals and academic standards. Feedback from teachers piloting the materials shall be made available to the Board before the materials are adopted.

Criteria for Selection and Adoption of Instructional Materials

In recommending instructional materials for adoption by the Board, the Superintendent or designee shall ensure that **the** materials:

1. Are aligned to **the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE.**

   For grades K-8, **only** instructional materials **on** the list of materials adopted by SBE and/or other **instructional** materials that have not been adopted by SBE but are aligned with the state academic content standards or the Common Core **State** Standards **may be recommended for selection**. (Education Code 60200, 60210)

   For grades 9-12, instructional materials in history-social science, mathematics, English/language arts, and science **shall be reviewed** using a standards map in order to determine the extent to which the materials are aligned to state academic content standards.

2. Do not reflect adversely upon persons because of **any characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities** their race, nor contain any sectarian or denominational doctrine or propaganda contrary to law (Education Code 51501, 60044)

3. 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)

4. With the exception of literature and tradebooks, use proper grammar and spelling (Education Code 60045)

5. 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 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.

6. Meet the requirements of Education Code 60040-60043 for specific subject content**, including, but not limited to, accurately portraying society's cultural and racial diversity**

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

8. Contribute to a comprehensive, balanced curriculum as evidenced by accurate representation of the many religious, ethnic, and cultural groups and their contributions to our national heritage and the world community

9. Fosters respect for all people

10. Demonstrate reliable quality of scholarship as evidenced by:

   a. Accurate, up-to-date, and well-documented information from reliable and scholarly sources.

   b. Objective presentation of diverse viewpoints.

   c. Clear, concise writing and appropriate vocabulary

d. Thorough treatment of subject matter

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

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

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

14. Include high-quality teacher's guides

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

In addition to meeting the above criteria as applicable, technology-based materials shall:

1. **1. Be** both available and comparable to other, equivalent materials.

2. **Be accessible to all students, including economically disadvantaged students, students with disabilities, and English learners**

3. **Protect the privacy of student data.**

Conflict of Interest

To ensure integrity in the evaluation and selection of instructional materials, **individuals** who **are** participating in the evaluation of instructional materials and **are** not otherwise designated in the district's conflict of interest code shall sign a disclosure statement indicating that **they**:

1. Will 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. Are not employed by nor receive compensation from the publisher or supplier of the

instructional materials or any person, firm, organization, subsidiary, or controlling entity representing it

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

Regarding The "N" word in Instructional Materials

The Burbank Unified School district recognizes the impact of systemic and generational racism as traumatic to our country, community, and school district. The district also recognizes that Black people in this country have had a unique and traumatic history in terms of racial relations, equality and equity. Accordingly, the district prohibits the "N" word from being verbalized in any curricular selection. Students cannot read passages aloud in class that contain the word. Teachers cannot verbalize the word when explaining the context of a passage which may contain it. The District does not encourage the selection of materials that contain the "N" word. However, the voices of Black writers are critical to the American landscape and their stories need to be told, along with other people of color and marginalized groups. The District will consider instructional materials that use the "N" word only if the following criteria are met:

- The text must be written by a Black person who uses the word to tell his or her story.
- When choosing a text by a Black author that uses the "N" word, it is critical to view that text selection within the full scope and sequence of what is being taught to students from grades 6 through 12 to ensure balanced representation in the curriculum.
- The overall goal of the selected texts is to show the positive aspects of Black culture and the Black experience.
- Instructional materials that contain the "N" word will only be approved for students in grades 11 and 12, with the exception of 8th grade Social Studies where students study slave narratives as part of the curriculum.
- Students and families will receive written notice about the use of the "N" word in the text, with the specific text included in the notice.
- After previewing materials, if a parent would like to excuse their child from specific lessons or materials containing the word, they may follow the Opt-Out process.

Criteria and Considerations for the Selection of Core Novels in English Language Arts Classrooms

Literary texts, novels, non-fiction selections, anthologies and collated works adopted by Burbank Unified School District for use in English/Language Arts classrooms must meet the Instructional Materials Selection Criteria stated above as well as this set of considerations:

- Selected works must have aesthetic, cultural, literary or social value.
- Selected works must have relevance to the curriculum and contribute to the sequenced articulation of ideas and skills taught across grade level matriculation
- Selected works must take into consideration the varied and diverse interests of our student population as well as important genres, movements, and trends in literature

- The value and impact of any literary work will be judged as a whole, taking into account the author's intent rather than individual words, phrases or incidents
- Selected works will provide a global perspective and promote diversity by including materials by authors and illustrators of all cultures
- Use of profanity or sexual incidents in a literary work will not automatically disqualify it from inclusion in the collection
- Selected works will not reinforce a single story about a specific ethnicity, culture or race
- Works which contain ethnic or other slurs will be examined for their appropriateness for inclusion in the collection.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 20, 2021
SUBJECT:	Adoption of Resolution 43 in Support of Pride Month, June, 2021

Background:
The Burbank Unified School District is committed to creating a safe environment for all students, but has an additional concern for Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) students who are most at-risk for feelings of isolation, depression, and suicidal ideations or attempts. This is reflected in the adoption of the Mental Health and Wellness Master Plan in April of 2016.

LGBTQ Pride Month is celebrated each year in June to recognize and commemorate the 1969 Stonewall riots. The riots were protesting a police raid at the Stonewall Inn in Greenwich Village in New York City. It is considered to be the event that launched the movement for LGBTQ rights in the United States. Although there has been some positive change since then, there is still a need to continue the work for acceptance in District schools.

District Wide Goals for 2020-2021:
7. Create a positive school climate by maintaining a safe environment and developing a sense of belonging for all students and staff.
7.3 Continue to implement and further develop curriculum for use in grade 11 U.S. History classes that addresses the contribution the LGBTQ (Lesbian, Gay, Bisexual, Transgender, and Questioning) community has made in California and American history.
7.9 Continue to implement the Mental Health and Wellness Plan for all students, families, and employees.

Discussion and Issues:
The District supports Pride Month and would like to highlight its continued support for all LGBTQ students and their families. The District continues to convene teachers regularly for the purpose of reviewing and developing curriculum. In addition, with the approval of the Mental Health and Wellness Plan by the Board of Education in April, 2016, the District will be placing greater efforts in supporting students before they are in crisis.

Fiscal Impact:
There is no fiscal impact.

Recommendation:
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education adopt Resolution 43 in Support of Pride Month, June, 2021, as presented.

RESOLUTION 43 PROCLAIMING JUNE, 2021
AS THE BURBANK UNIFIED SCHOOL DISTRICT'S
LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND
QUEER/QUESTIONING (LGBTQ) PRIDE MONTH

WHEREAS, the Burbank Unified School District ("District") models, advocates, actively supports, and promotes the inclusive and respectful treatment of all students, staff, family members, and community members;

WHEREAS, the District believes that all students should be able to attend school in a safe and inclusive environment free from discrimination;

WHEREAS, the District is firmly committed to providing a safe, nurturing, and tolerant environment in our schools;

WHEREAS, the District is firmly committed to school safety for all students, staff, and family members, including the Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ) community or those that may be perceived as such;

WHEREAS, the District believes that sexual orientation and gender expression-biased bullying are among the most common forms of harassment in schools and the lack of awareness and understanding of these issues have contributed to a higher rate of isolation, depression, and suicidal ideations or attempts;

WHEREAS, the significantly higher rates of school dropout, academic failure and school disengagement among LGBTQ youth across the country are attributed to peer harassment and bullying;

WHEREAS, children who do not conform to gender stereotypes are more likely to be targets of harassment and bullying;

WHEREAS, all District schools must strive to ensure that Burbank schools are consistently safe and affirming spaces for all students, staff and their families;

WHEREAS, pursuant to Education Code section 200, it is the policy of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other protected characteristic, equal rights and opportunities in the educational institutions of California;

WHEREAS, pursuant to Education Code section 201, all California's public schools have an affirmative obligation to combat racism, sexism, and other forms of bias, and a responsibility to provide equal educational opportunity;

WHEREAS, pursuant to the Education code section 51933 (California Healthy Youth Act), and Board Policy 6142.1, all California's public schools must provide comprehensive sexual health education to encourage the development of healthy attitudes of adolescent growth and development, body image, gender, sexual orientation, and relationships, and ensure that sexual health education does not promote outdated gender norms;

WHEREAS, the Student Success and Opportunity Act of 2013 strengthened protections for transgender students and affirmed that all students should be recognized and participate in activities by their gender of identity;

WHEREAS, the District endorses training for educators and other school related professionals to support all students dealing with the issues of sexual orientation, gender identity, and gender expression;

WHEREAS, the District recognizes LGBTQ as a protected group and addresses discrimination based upon sexual orientation, gender identity and gender expression;

WHEREAS, the District recognizes that education regarding LGBTQ issues increases understanding and cultivates acceptance of and respect for LGBTQ students;

WHEREAS, the month of June provides an opportunity to celebrate and value the identities and contributions of the LGBTQ community;

WHEREAS, a knowledge of LGBTQ history for all students enables LGBTQ students, families, and educators to be supported by the District community to uphold affirmative lives with dignity and respect;

WHEREAS, by recognizing Pride Month, the District demonstrates support of policies, practices and curriculum that honor and respect LGBTQ students, staff and their families;

NOW, THEREFORE, BE IT RESOLVED, the Burbank Unified School District Board of Education hereby designates June, 2021 as Pride Month and directs the Superintendent and all District staff to support policies, practices, and curricula that respect LGBTQ students and their families throughout the school year.

PASSED, APPROVED, AND ADOPTED this 20th day of May, 2021, at a meeting of the Burbank Unified School District Board of Education, Los Angeles County, California.

Ayes:

Noes:

Abstain:

Absent:

_____

Clerk, Board of Education

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	May 20, 2021
SUBJECT:	Adoption of Resolution 44 Proclaiming May 18, 2021 as Speech Pathologist Day

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Background:
National Speech Pathologist Day is recognized throughout the country as a day to recognize the importance of the skilled and valued work that Speech-Language Pathologists provide to support individuals with communications challenges or delays.

Discussion/Issues:
The Board of Education wishes to adopt the formal resolution that follows, to recognize and show their appreciation for the positive impact that the District's Speech-Language Pathologists have on the lives of this community's students.

The District will observe the recognition of Speech-Language Pathologist Day, May 18, 2021, in accordance with the national date of recognition. The Board of Education would like to thank the Speech-Language Pathologists of the Burbank Unified School District for their dedication and contributions. The resolution will be shared throughout the District to honor its outstanding employees.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 44 proclaiming May 18, 2021 as Speech Pathologist Day, as presented.

RESOLUTION 44 PROCLAIMING MAY 18, 2021
AS DAY OF THE SPEECH PATHOLOGIST

WHEREAS, May 18th is National Speech Pathologist Day which celebrates the contributions speech-language pathologists make to the community; and

WHEREAS, May is Better Hearing and Speech Month established to provide an opportunity to raise awareness about communication disorders and the role of American Speech-Language-Hearing Association members in providing life-altering treatment; and

WHEREAS, Speech-Language Pathologists are experts in communication and are in a highly specialized field focused on the assessment, diagnosis and treatment of communication disorders; and

WHEREAS, there are approximately 182,000 certified Speech-Language Pathologists in the United States and it is estimated that half of those work in educational settings; and

WHEREAS, in California, for individuals who receive special education services, approximately 165,000 students are designated as having a Speech or Language Impairment (SLI,) and in the Burbank Unified School District approximately 600 students are designated as having a Speech or Language Impairment; and

WHEREAS, 22 Speech-Language Pathologists provide services in the Burbank Unified School District to students ranging from 3-22 years of age in all grades from preschool to transition age; and

WHEREAS, Speech-Language Pathologists provide therapy to students with delays and disorders in the areas of semantics, syntax, morphology, pragmatics, voice, fluency (stuttering), articulation, and phonological processing in order to help them effectively communicate and access the curriculum in the educational setting; and

WHEREAS, Speech-Language Pathologists carry out duties including evaluating communication skills, determining communication delays and disorders, writing comprehensive assessment reports, identifying service and support options, creating and carrying out individualized education programs (IEPs), acting as case managers, providing direct therapy services, collecting progress data, completing progress reports, participating as members of student success teams (SST), assisting with transition planning, consulting with school staff, families and interdisciplinary teams, and supervising student speech-language pathologists in training; and

WHEREAS, California's Speech-Language Pathologists are among the best educated, with high qualification standards and ongoing continuing education requirements, and hold undergraduate and graduate degrees specific to the field of communicative disorders, and are credentialed by the state of California, commonly hold a certificate of clinical competence in speech-language pathology, and generally maintain California state licensure; and

WHEREAS, Speech-Language Pathologists demonstrate a commitment to making a difference in people's lives and are dedicated to continuous learning and empowering others; and

WHEREAS, the Board of Education and leadership of the Burbank Unified School District recognize the vital role of Speech-Language Pathologists and express strong support and gratitude to past and present Speech-Language Pathologists and Speech-Language Pathology Assistants for their commitment and dedication to the students and staff of the Burbank Unified School District,

NOW, THEREFORE, BE IT RESOLVED, That the Board of Education recognize May 18, 2021 as "Day of the Speech-Language Pathologist" in the Burbank Unified School District.

I HEREBY CERTIFY that Resolution 44 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 May, 2021.

Ayes:
Noes:
Abstain:
Absent:

_____
Clerk, Board of Education

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	John M. Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John M. Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Laura Erisman, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Adoption of Resolution 45 – Proclaiming May 22, 2021 as Harvey Milk Day

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Background:

Harvey Milk was an activist, organizer, and the first openly gay man elected to public office in the country as a member of the San Francisco Board of Supervisors in the late 1970s. Harvey Milk came out and started organizing against discrimination of gay and lesbian business owners in the Castro District of San Francisco and against the Briggs Initiative, an initiative on the California state ballot in 1978 that would have banned gays and lesbians from working in California schools. Milk was responsible for passing gay rights ordinances for the city of San Francisco and served eleven months in office before he was assassinated on November 27, 1978, along with San Francisco Mayor George Moscone. We celebrate Harvey Milk Day on his birthday, May 22nd.

District Wide Goals for 2020-2021:

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

Discussion and Issues:

Harvey Milk day is a day to educate your school about an extraordinary leader whose courageous work to end discrimination against the lesbian, gay, bisexual and transgender community in the 1970s set the stage for many of the civil rights advances we see today.

"I ask for the movement to continue, for the movement to grow, because last week I got a phone call from Altoona, Pennsylvania, and my election gave somebody else, one more person, hope….You gotta give'em hope."

Fiscal Impact:

None.

Recommendation:

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education adopt Resolution 45 - Proclaiming May 22, 2021 as Harvey Milk Day, as presented.

RESOLUTION 45 PROCLAIMING MAY 22, 2021
HARVEY MILK DAY

WHEREAS, Today we honor the life and legacy of Harvey Milk, the first openly gay politician in California and a leader of the American Civil Rights Movement; and

WHEREAS, Time magazine included Harvey Milk on a list titled "The 100 Most Important People of the 20th Century"; and

WHEREAS, Harvey Milk was not only an advocate for the LGBTQ+ community, but for all minorities. He believed in safe, strong neighborhoods and supported public education, affordable childcare, and equal rights for all; and

WHEREAS, Harvey Milk was elected to the position of city supervisor in San Francisco where he held office for one year before his life was tragically cut short in 1978 by a political rival who opposed Milk's liberal views; and

WHEREAS, Harvey Milk's contributions to the cause of equality for all people has been recognized in a number of ways, including the issuance of a stamp with his picture on it, the posthumous awarding of the Medal of Freedom; and

WHEREAS, Harvey Milk's work continues today through the work of the Milk Foundation, founded by his nephew Stuart Milk, in honor of his uncle.

WHEREAS, We honor Harvey Milk today, let us remember his words "Hope will never be silent." Members of the LGBTQ+ community – in the United States and around the world – still face discrimination and violence, rooted in the same hatred that Milk died fighting. They deserve hope, and they cannot abide our silence.

NOW THEREFORE, IT IS PROCLAIMED, by the Burbank Unified School Board of Education, and on behalf of the citizens of the City of Burbank, California, that we proclaim May 22, 2021 as "Harvey Milk Day."

Passed, Approved and Adopted this 20th day of May, 2021 at a meeting of the BurbankUnified School District Board of Education, Los Angeles County, California**.**

Ayes:
Noes:
Abstain:
Absent:

_____
Clerk, Board of Education

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:	May 20, 2020
SUBJECT:	Second Reading and Acceptance of the District's 2021 - 2024 Initial Bargaining Proposal with the California School Employees Association (CSEA), Chapter 674

Background:
Pursuant to Government Code 3547, all initial proposals of public school employees, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records. Meeting and negotiating shall not take place on any proposal until a reasonable time has elapsed after the submission of the proposal. This enables the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer and to know of the positions of their elected representatives. After the public has had the opportunity to express itself; the public school employer shall, at a meeting which is open to the public, adopt its initial proposal.

Discussion/Issues:
In accordance with the Collective Bargaining Agreement with CSEA, a Successor to the Current Collective Bargaining Agreement for 2021 - 2024 will be negotiated. The District's initial proposal is presented for public review and comment as outlined in the attached Exhibit.

Fiscal Impact:
This is the initial bargaining proposal and the financial implication will not be determined until the AB1200 is developed and presented to the Board of Education and the community at the conclusion of negotiations.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education accept the District's 2021 – 2024 Initial Bargaining proposal with the California School Employees Association, Chapter 674, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
Human Resources Services

TO: Louis Ayala, CSEA President, Chapter 674
Ciera Chilton, Labor Relations Representative

FROM: Sarah Niemann, Ed.D.
Assistant Superintendent, Human Resources

DATE: April 28, 2021

RE: Initial Proposal, 2021-2024 Successor to the Agreement

Pursuant to Article 28 of the Collective Bargaining Agreement between the Burbank Unified School District and the California School Employees Association, Chapter 674, the District proposes to begin negotiations relative to a 2021-2024 Successor to the current Agreement.

Negotiations shall include, but not be limited to, basic concerns stated as follows:

Article 8: Compensation
The District wishes to explore compensation.

Article 9: Health and Welfare Benefits
The District will explore benefits as part of the total compensation offered to employees.

Article 21: Reclassification
Review current reclassification language and clean up the language regarding process.

The District's initial proposal will be presented for public review and comment and the public will be invited to comment at the Public Hearing to be held at the regular scheduled Board meeting on May 6, 2021. The District will sunshine the initial proposal at the May 20, 2021 Board Meeting.

The District reserves the right to amend, modify, or add to this proposal during the course of negotiations.

Cc: Steve Frintner, Board President
Matt Hill, Superintendent

Burbank Unified School District
Instructional Services Department

REPORT TO THE BOARD

TO: Members of the Board of Education

FROM: Peter Knapik, Director, Elementary Education

PREPARED BY: Peter Knapik, Director, Elementary Education

SUBMITTED BY: Gabriella Platten, Administrative Secretary

DATE: May 20, 2021

SUBJECT: Approval of Fee Increase for the Around the Bell Program

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Background:
On April 16, 2020, staff provided the Board of Education with an annual update on the status of programs operated by the District's Child Development Department. That report included information that showed the extent to which each program was operating, in terms of financial viability. During the 2019-20 school year, each program was operating at a fiscal deficit.

In July 2020, the Around the Bell (ATB) rates were increased by 5%. Rates had not been increased for more than five years.

In 2020-21, the Child Development budget was augmented with COVID federal dollars as programs were operating with fewer students and each program was a full day including the Around the Bell program. This impacted the budget as employee costs increased due to the expansion of hours especially in the Around the Bell program.

In 2020-21, full-day weekly rates were:
- $320 full-day
- $195 half-day
- $160 full-day for Burbank USD employees
- $100 half-day for Burbank USD employees
- $50 for two days only for Burbank USD employees

District-wide Goals 2019-2020:
7.1: Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

Discussion/Issues:
Around the Bell (ATB) rates are proposed below: Families would also be charged processing fees for credit cards (3.69%) which was increased by Eleyo. Additionally, it is proposed that the $100 annual waitlist fee per family be continued.

Age Group	Current Fee Rate During Normal Year	Proposed Fee Rate for 2021-2022
Junior Kindergarten, Extended Transitional Kindergarten, Transitional Kindergarten, Kindergarten	$116 per week	$130 per week
Grades 1 – 5	$84 per week	$100 per week

Fiscal Impact:

Raising the fees for the Around the Bell program would reduce the projected deficit for this program. The fee increase also includes the percentage per transaction increase from Eleyo from 2.79% to 3.69%.

Recommendation:

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the proposed rate increases for the Around the Bell Program, as listed in the Report to the Board, effective July 1, 2021, as presented.

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 20, 2021
SUBJECT:	Ratification of Burbank Unified School District Expanded Learning Opportunities Grant Plan

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Background:
The Expanded Opportunities Learning Grant (ELO) was authorized by Assembly Bill 86 in conjunction with In-Person Instruction funding to expand in-person instructional time and provide academic interventions and pupil supports to address barriers to learning and accelerate progress to close learning gaps. These one-time funds are available to Local Educational Agencies (LEA) through August 31, 2022. Grant funds are apportioned based on the LEA's local control funding formula plus $1,000 per homeless student enrolled in the 2020-21 school year. On or before June 1, 2021, the governing board of an LEA receiving funds must adopt, at a public meeting, a plan describing the LEA's process for assessing the needs of pupils, the LEA's plan for informing parents of opportunities for supplemental supports, its plan for providing supplemental instruction and support, and how the LEA has involved parents and school staff in the development of the plan.

Grant funds may be used for:

- Extending instructional time by increasing the number of instructional days or minutes or providing summer school or intersessional instructional programs or other actions that increase instructional time or services,
- Accelerating progress to close achievement gaps
- Integrated supports to address barriers to learning
- Community learning hubs
- Supports for credit deficient pupils
- Additional academic services for pupils
- Training school staff on strategies including trauma-informed practices to engage pupils and families

At least 85 percent of the funds must be spent for providing in-person services for the allowable expenditures above. At least 10 percent must be spent to hire paraprofessionals with a priority on full-time paraprofessionals to provide supplemental instruction through the duration of the program, prioritizing English learners and individuals with exceptional needs. Up to 15 percent of the funds may be used to increase or improve services for pupils participating in distance learning or to prepare the LEA for in-person instruction.

District Wide Goals for 2020-2021:

1. Improve learning and achievement for targeted subgroups of students.
2. Improve learning and achievement for all students.

Discussion and Issues:

See attached plan.

Fiscal Impact:

The total allocation of the Expanded Learning Opportunities is $9,608,507 and the allocation for the In-Person Instruction Grant is $4,201,368.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education ratify the Burbank Unified School District Expanded Learning Opportunities Grant Plan, effective July 1, 2020 through August 31, 2022 as presented.

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Burbank Unified School District	Sharon Cuseo, Assistant Superintendent, Instructional Services	sharoncuseo@burbankusd.org 818-729-4455

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Beginning on April 5, planning meetings were held to develop a framework for how AB 86 funds were to be allocated to support in-person instruction, social-emotional learning, summer program offerings, regular school year offerings, hardware, and software, as well as other student supports. Parents were involved throughout the process, first by attending an informational webinar on May 5, 2021, and then in smaller select parent groups, such as District English Learner Advisory Committee (DELAC). Preliminary plans and budget information were provided. Parents were given the opportunity to ask questions and suggest items. The presentation and responses to questions were made available to parents on the District website. Teacher and staff input was solicited by meeting with the respective bargaining units for each group and at staff and principal meetings. After input was gathered, the plan and the budget were modified to reflect the suggestions whenever possible. The plan was finalized and approved by the school board on May 20, 2021. Burbank Family Services were also consulted as a part of our development process and provided special input on social-emotional learning.

A description of how students will be identified and the needs of students will be assessed.

The design of the program included the needs of all students, with special consideration of low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and

students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

Students are identified in the district's student information system, Aeries. So, the district was able to generate a report containing all of the students denoted in the groups above. The only two groups that are not readily identifiable are students at risk of abuse, neglect, or exploitation and the first graders who may not have attended a kindergarten program. To identify this first group of students, the district worked with principals, assistant principals, counselors, and at-risk intervention specialists as well as special education staff to create a database of such students. To identify the second, the District sent a survey to parents of newly enrolled and new to the District first graders. The survey asked them to indicate their experience the prior year and if they were interested in having their child participate in a summer program before the school year begins.

The district will use multiple measures to assess the needs of students. This includes, but is not limited to, district benchmark assessment data, SBAC scores, when available, grades, attendance, and other diagnostic tools, such as iReady. These tools will also enable the District to monitor improvements across the District as interventions are implemented at each site. This work will be overseen by the Learning Loss Coordinators that will be hired, one for elementary and the other for secondary.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Parents and guardians will receive preliminary information about the opportunities for supplemental instruction at the May parent meeting. The school sites will follow up with emails and calls to invite students to participate in district programs. Information will also be placed on the district website and district staff will follow up with non-responsive families.

The Board of Education was provided a presentation on May 20 of the entire AB 86 plan including in-person instruction, expanded learning opportunities, and the plan for paraprofessionals who will support instruction. These meetings are public and provided on a digital platform so that the entire community has access. Prior notification of the presentation was also sent to the Burbank school community.

A description of the LEA's plan to provide supplemental instruction and support.

Early Actions:
The district began addressing the need for supplemental instruction and support by offering extra support to our credit deficient general education high school students by providing additional instructors to the credit recovery program housed at Monterey high school in fall, 2020. In the fall of 2020, the elementary schools each created a schedule to provide in-day and after-school interventions to their neediest students. In addition, they were able to invite students back in person in learning pods that began the second trimester.

Summer School 2021 Expansion:

The next large phase will address the needs of students who need extra support and/or need credit recovery in the summer of 2021. More teachers have been hired to accommodate the large number of identified students who need support. This includes expanding all of our current summer school programs which currently include options for credit recovery, grade improvement, initial credit, special education, dual immersion, and courses for English Learners. In total, the district will hire more than 50 more teachers for the summer school program, not including other support staff. This includes adding two elementary summer school sites to serve additional students who may need academic or social-emotional support. The district will also increase the number of instructional assistants and teachers on special assignment (TOSAs) assigned to support the elementary summer school programs. The instructional assistants will provide increased instructional support to students and the additional TOSAs will implement programs and monitor student progress. The District is reaching out to the families who may have first graders that need a summer program because they did not attend a kindergarten program in 2020-2021.

Return to School, Fall 2021:
In the fall of 2021, the focus will shift to providing all of the academic support and social-emotional support the students may need to return to school full time. This means that technology, mental health services, and academic support will take priority. In order for the District to reopen smoothly, the District is proposing a Reopening Preparation Stipend for all employees. In addition, to address the learning, the District is proposing professional development for all teachers in Culturally Responsive Teaching. This will support a positive and effective learning environment for all students. In order to meet the needs of students who need mental health services the District is proposing to expand its current partnership with the Family Service Agency of Burbank. The Student Services department will reach out to each of the District's homeless students to offer them additional services. In addition, the district will allocate resources to schools for Social-Emotional Learning. The district will continue to work with The Los Angeles County of Education to implement the Positive Behavioral Intervention Support (PBIS) program. For the coming school year, the emphasis will be on trauma-informed practices to add an additional layer of support for students.

To continue to address the academic needs of students, the District will provide intervention classes at each of the high schools and middle schools, including drop-in support at the two comprehensive high school libraries. The District will support all academic endeavors to address learning loss with software and/or direct instruction. Extra hourly funds will be provided to paraprofessionals who want to increase their hours to serve more students. For the new school year, academic supports at the elementary level will include tiered supports, ranging from whole class support to small group or individual support for students that need additional assistance. This would build upon the current Response to Intervention (RTI) model in place at the elementary schools with an additional allocation of funds to provide for the increased need for academic support. This may look like pull-out or push-in programs or after-school interventions. At the secondary level, students will have the opportunity to take intervention classes, grade improvement, or credit recovery courses throughout the school year, with expanded offerings for the summer of 2022. Student progress will be monitored throughout the year.

Special Education/Early Actions:
During the initial emergency closure in the spring of 2020, some students with IEPs, based on their individual needs, were provided with one-on-one remote sessions with their special education teachers, as well as remote individual and small group additional supports by instructional assistants. During the Fall of 2020, due to the extended closure, in addition to the aforementioned supports, students were

also provided with additional Learning Loss Mitigation Intervention. This LLM intervention was remote, small group instruction provided by a credentialed special education teacher for two hours per week after school in language arts and math. In January of 2021, in addition to the two previous supports, which continued, an after-school specialized credit recovery program for special education high school students was initiated. Some students were enrolled in online courses through a contract with Cyber High and were supported in completing these courses by credentialed special education teachers.

Special Education/Summer Expansion:

For the summer of 2021, plans are in place to continue to provide credit recovery to high school students and to expand the offerings. Extended School Year will be provided in-person on school campuses to all students who have ESY on their IEPS. In addition, students who don't have ESY on their IEPs, will be offered up to twenty-four hours of small group, intensive language arts and math intervention. The district will run three-week sessions, during which students will attend for two hours per day, four days per week with credentialed special education teachers.

In the pre-service week before school starts, the district will have two days dedicated to professional development. The focus will be equity and addressing learning gaps in the classroom. There will be additional opportunities for teachers to receive professional development throughout the school year. To create the best conditions for learning and have all the tools available, part of the plan is to address some technology needs for teachers and students.

Special Education/ Return to School, Fall 2021:

The District will be using a data-driven program to monitor learning loss, regression, and progress for students on IEPs and provide prescriptive interventions to address their needs. Interventions will be provided for between one and four hours per week, after school, by credentialed Educational Specialists in the areas of English Language Arts and Math. These interventions will be provided in addition to the supports and services students receive per their IEPs.

The District will continue to monitor special education students and offer tiered levels of support to students. This may be small groups or individual assistance, with both pull-out and push-in services. In addition, the District will continue to offer credit recovery for special education students during the school year and provide after-school interventions as well. The District will continue to use Cyber High as it meets the needs of special education students better than the programs used with general education students. The students will be monitored by the case managers and the Learning Loss Coordinator who will oversee all elements of addressing learning loss.

The chart below shows the plans for the In-Person Instruction Grant. The initial allocation was $4,517,601. After the penalty for not opening on April 1st is applied, the amount is $4,201,368

In-Person Instruction Grant:	
Reopening Preparation Stipend- all employees	$3,000,000
Learning Loss Coordinators -2	$250,000
Professional Development	$200,000

Expansion Family Service Agency	$209,368
Extra Hourly to set up classrooms and distribute technology	$90,000
After School Interventions	$352,000
English Learner Support	$50,000
Materials and Supplies	$50,000
Total	$4,201,368

The following chart shows the expenditures for the Expanded Learning Opportunities Grant: The total allocation is $9,608,507

Expanded Learning Opportunities Learning Grant:

Item	Description	Priority	Cost
Increased Summer School Offerings	Increased summer school for both elementary and secondary- 2 summers	1	$2,170,000
Intervention	Intervention classes at each secondary school	5	$400,000
Software	Continuing Software needs	6	$1,670,190
Technology	Chromebooks and teacher workstations to support learning	6	$3,807,266
Support for Homeless Set Aside	Student Services Support Plan	3	$93,000
SEL	School allocations to expand their SEL support	3	$310,000
Summer First Grade Prep	Summer camp for first graders with no kinder	1	$10,000
Paraprofessional Set Aside	Increase paraprofessional support - to be negotiated but includes increased hours and stipends	2	$951,551
PBIS	Trauma-Informed Practices	3	$131,500
Drop-In Intervention	Teacher support for students at the libraries after school	2	$20,000

Grade Improvement	Grade Improvement for HS students at the Adult School	5	$45,000
		Total	$9,608,507

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	[$ 2,185,000]	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	[$ 971,551]	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning	[$ 534,500]	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	[$ 0]	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	[$ 440,000]	[Actual expenditures will be provided when available]
Additional academic services for students	[$5,472,956]	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	[$ 0.00]	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	[$ 9,608,507]	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

The District cabinet team has had regular meetings to review all Elementary and Secondary School Emergency Relief Funds. Fiscal Services developed a shared budget document that contains all of the different resources, the expiration dates, and the limitations or

requirements of the funding. They also created for each department a budget sheet that was connected to the larger document, so that all team members were able to see all of the funds at a glance. This allowed us to make the process both transparent and efficient. The spreadsheet contains ESSERF I, II, & III funds as well as state funding sources.

BURBANK UNIFIED SCHOOL DISTRICT EXPANDED LEARNING OPPORTUNITIES GRANT PLAN



ASSEMBLY BILL 86 -ALLOCATIONS

- The California Legislature provided $6.6 billion in the Assembly Bill 86 COVID-19 relief package , including $2 billion for In-Person Instruction (IPI) Grants and $4.6 billion for Expanded Learning Opportunities (ELO) Grants.

- There is no application required to receive AB 86 funding.The initial award for the district was $14,126,108.

- After the penalty for not beginning in-person instruction on April 1, 2021, the total adjusted award is $13,809,875.

IN-PERSON INSTRUCTION GRANTS (IPI)

IN-PERSON INTSTRUCTION GRANT ALLOCATION(IPI) - $4,201,368

- Districts must offer in-person instruction
- Grant may be used for any purpose consistent with providing in-person instruction for any pupil participating in in-person instruction

IN-PERSON INSTRUCTION GRANTS (IPI)- BUDGET

Item	Cost
Reopening Preparation Stipend- all employees	$3,000,000- subject to negotiations
Learning Loss Coordinators (2)	$250,000
Professional Development	$209,368
Expansion Family Service Agency	$200,000
Extra Hourly	$90,000

IN-PERSON INSTRUCTION GRANTS (IPI)- BUDGET CONTINUED

Item	Cost
After School Interventions	$352,000
English Learner Support	$50,000
Materials & Supplies	$50,000
Total	$4,201,368

EXPANDED LEARNING OPPORTUNITIES GRANT (ELO)

ELO ALLOCATION - $9,608,507

1. extending instructional learning time
2. accelerating progress to close learning gaps
3. integrated pupil supports
4. community learning hubs
5. supports for credit deficient pupils
6. additional academic services
7. training for school staff

STUDENT GROUPS WHO NEED TO BE ADDRESSED IN THE ELO LEARNING PLAN:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

EXPANDED LEARNING OPPORTUNITIES GRANT (ELO)-BUDGET

Item	Description	ELO Priority	cost
Expanded Summer School	Increased offerings at both elementary & Secondary Summer School for 2021 and 2022.	1	$2,170,000
Intervention	Intervention classes at each secondary school	5	$400,000
Software	Continuing Software needs	6	$1,670,190
Technology	Chromebooks and teacher work stations to support 1:1.	6	$3,807,266
Support for Homeless	Student Services Support Plan	3	$93,000
SEL - Schools	School Allocations to expand their SEL support	3	$310,000

EXPANDED LEARNING OPPORTUNITIES GRANT (ELO)-BUDGET CONTINUED

Item	Description	ELO Priority	cost
Summer First Grade Prep	Summer Camp for New First graders with no kindergarten	1	$10,000
Paraprofessional Set Aside	Increase paraprofessional support-to be negotiated	2	$951,551
PBIS	Trauma Informed Practices	3	$131,500
Drop-In Intervention	Teacher support for students at the libraries after school	2	$20,000
Grade Improvement	Providing for grade improvement at the Burbank Adult School	1/5	$45,000
		Total	$9,608,507

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	May 20, 2021
SUBJECT:	Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

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Background:

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

The updates presented at this time are the December 2020 Board Policies sent to the District by CSBA. These policies have also been reviewed by a subcommittee consisting of two members of the Board of Education and appropriate administrative staff. Changes appear in red on the PDF version; text to be added is underlined and/or highlighted and text to be deleted is shown as struck through.

Discussion/Issues:

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

Fiscal Impact:

None

Recommendation:

Matt Hill, Superintendent, recommends that the Board of Education approve the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

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

Administrative Regulation 0430 - Comprehensive Local Plan for Special Education

Regulation updated to reflect **NEW LAW (SB 98, 2020)** which extends, from July 1, 2021 to July 1, 2023, the date by which the Special Education Local Plan Area (SELPA) must include in its local plan an annual assurances support plan demonstrating how the SELPA and its participating agencies are coordinating to assure effective outcomes for students with disabilities.

Board Policy 1312.3 - Uniform Complaint Procedures

Policy updated to reflect the relationship between the state uniform complaint procedures (UCP) and **NEW FEDERAL REGULATIONS (85 Fed. Reg. 30026)** regarding Title IX complaints of sexual harassment. Policy also reflects **NEW STATE REGULATIONS (Register 2020, No. 21)** which limit the applicability of the UCP for complaints regarding special education and child nutrition programs, add procedures for addressing complaints regarding health and safety deficiencies in license-exempt California State Preschool Programs (CSPP), and delete the referral of complaints of fraud to the California Department of Education (CDE). The list of programs subject to the UCP revised and reorganized to more directly reflect CDE's 2020-21 Federal Program Monitoring (FPM) instrument.

Administrative Regulation 1312.3 - Uniform Complaint Procedures

Regulation updated to provide optional language stating that the compliance officer for purposes of the UCP will be the same person designated to serve as the Title IX Coordinator for addressing complaints of sexual harassment. Section on "Notifications" reflects CDE's 2020-21 FPM instrument which requires additional content for the annual notification to students, parents/guardians, employees, and others. Regulation also updated to reflect **NEW STATE REGULATIONS (Register 2020, No. 21)** which (1) clarify that for complaints related to the local control and accountability plan (LCAP) the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP, (2) designate the final written decision as the "investigation report" and specifies required components for that report, (3) change the timeline for filing an appeal to CDE from 15 calendar days to 30 calendar days, (4) expand the basis upon which an appeal may be filed, (5) require the district to submit specified documents to CDE within 10 days after the district has been notified that an appeal has been filed, (6) require the district to investigate and address any allegations that CDE determines were not addressed in the district's investigation, (7) require CDE to issue a written decision regarding an appeal within 60 days of CDE's receipt of the appeal unless extended by written agreement or documentation by CDE of exceptional circumstances, and (8) authorize either party to request reconsideration by the Superintendent of Public Instruction or designee within 30 days of the appeal decision. Section on "Health and Safety Complaints for License-Exempt Preschool Programs" reflects a requirement of new state regulations to include in the annual UCP notification a list of which district programs are licensed or exempt from licensing.

Board Policy 4119.25/4219.25/4319.25 - Political Activities of Employees

Policy updated to recognize the importance of employee political activity, voting, and civic engagement, and reflect Pickering v. Board of Education Township High School District regarding the prohibition against dismissing or demoting an employee due to engagement in constitutionally protected political activity.

Administrative Regulation 4119.25/4219.25/4319.25 - Political Activities of Employees

Regulation updated to reflect law which makes it a misdemeanor to use any reproduction of the district's seal in any campaign literature or mass mailing with the intent to deceive voters, the prohibition against posting or distributing political campaign materials in classrooms or through distance learning platforms, and the court's decision in San Leandro Teachers Association v. Governing Board of San Leandro Unified School District regarding the district's ability to refuse to permit the use of school mailboxes for union communications involving candidate endorsements. Regulation also updated to delete material regarding employee organization communications which do not constitute political activity, now

addressed in 4140/4240/4340 - Bargaining Units, and to delete material regarding employee activities during a concerted action or work stoppage.

Board Policy 4140/4240/4340 - Bargaining Units

Policy updated to reflect Public Employment Relations Board decisions regarding the wearing of union buttons, clarify material regarding employees in management, senior management, and confidential positions, divide material regarding "Access to Employee Orientations" and "Access to Employee Contact Information," and add section on "Communications with Employees" with material formerly in AR 4119.25/4219.25/4319.25 - Political Activities of Employees.

Board Policy 5113.2 - Work Permits

Policy updated to reflect **NEW LAW (AB 908, 2020)** which prohibits consideration of grades, grade point average, or school attendance in the event of an extended campus closure due to a natural disaster, pandemic, or other emergency.

Administrative Regulation 5113.2 - Work Permits

Regulation updated to reflect **NEW LAW (AB 908, 2020)** which prohibits consideration of grades, grade point average, or school attendance in the event of an extended campus closure due to a natural disaster, pandemic, or other emergency and provides flexibility in the work permit application process during such a closure. Regulation also updated to clarify that (1) students who have graduated early from high school or have received a certificate of proficiency need a "certificate of age" rather than a work permit to be employed; (2) a work permit is not required for students who are serving with written parent/guardian permission as unpaid trainees, volunteers, or in an in-school placement, nor for students who are employed in agricultural, horticultural, viticultural, or domestic labor during non-school hours when the work is performed for or under the control of the parent/guardian; (3) a student applying for a full-time work permit needs to appear in person with the student's parent/guardian except during an extended school closure; (4) a work permit shall not be denied based on a student's grades, grade point average, or school attendance when a student will be participating in a government- administered employment and training program that will occur during a school vacation or recess; (5) work permits are required to be issued on forms provided by or authorized by CDE; and (6) impairment of a student's health can be the basis for revocation of a work permit.

Board Policy 5126 - Awards for Achievement

Policy updated to add optional language for the presentation of biliteracy awards to students who are English learners upon their reclassification as fluent English proficient. New optional section on "State Seal of Civic Engagement" addresses awards for students who have demonstrated excellence in civics education and participation and an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. Policy also clarifies that a district committee established by the board to administer a scholarship and loan fund is subject to the open meeting requirements of the Brown Act.

Administrative Regulation 5126 - Awards for Achievement

Regulation updated to add eligibility criteria for the Golden State Seal Merit Diploma which had been removed while the criteria were in flux. Regulation also adds eligibility criteria for the State Seal of Biliteracy and reflects **NEW LAW (SB 98, 2020)** which authorizes the Superintendent of Public Instruction to provide alternative criteria for students on track to graduate in 2020 or 2021 who were not able to take the English Language Proficiency Assessments for California or who did not receive a letter grade in English language arts due to COVID-19, and waives the requirement to take the California Assessment of Student Performance and Progress for students who were not able to take the exam. New section on "State Seal of Civic Engagement" includes eligibility criteria, clarifies that the state criteria establish a framework for the development of qualifications based on local contexts, and adds material regarding the provision of insignias.

Board Policy 5141.31 - Immunizations

Policy updated to reflect **NEW LAWS (SB 276, 2019 and SB 714, 2019)** which specify conditions under which a medical exemption is effective. Policy also deletes outdated date regarding immunization requirements for enrollment or advancement to grade 7.

Administrative Regulation 5141.31 - Immunizations

Regulation updated to delete outdated material regarding immunization requirements for enrollment or advancement to grade 7, and to add material regarding immunization records and the California Immunization Registry (CAIR). Regulation also updated to reflect **NEW LAWS (SB 276, 2019 and SB 714, 2019)** addressing medical exemptions, including provisions that (1) medical exemption requests must be made by a licensed physician or surgeon on an electronic, standardized, statewide form developed by the California Department of Public Health (CDPH) and transmitted using CAIR; (2) a student who has a medical exemption issued prior to January 1, 2020 must be allowed to continue enrollment until the next grade span, except that after July 1, 2021 a student may not be admitted or advanced to grade 7 unless the student has been immunized as required or a medical exemption form has been filed; (3) temporary exemptions cannot exceed one year and all medical exemptions cannot extend beyond the grade span; (4) medical exemptions may be revoked by CDPH if it is determined that the exemption does not meet applicable criteria; (5) a parent/guardian may appeal the revocation of a student's medical exemption to the Secretary of California Health and Human Services; and (6) districts must annually file the written report on the immunization status of new students to CDPH and the local department of public health.

Board Policy 5148.3 - Preschool/Early Childhood Education

Policy updated to reflect **NEW STATE REGULATIONS (Register 2020, No. 21)** which establish modifications to the UCP for investigating and resolving complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the CSPP.

Administrative Regulation 5148.3 - Preschool/Early Childhood Education

Regulation updated to clarify that families need to meet at least one of two specified criteria to be eligible for subsidized services. Regulation also reflects **NEW LAW (SB 75, 2019)** which authorizes eligibility for a full-day CSPP without meeting the requirements related to the need for child care services if all families meeting those requirements have been enrolled and establishes enrollment priorities for schools where at least 80 percent of students are eligible for free or reduced-price meals.

Board Policy 6146.1 - High School Graduation Requirements

Policy updated to change "foreign language" to "world language" to reflect current terminology in law, add material regarding the provision of credits towards community service hours for completion of a course in community emergency response training, and reflect **NEW LAW (AB 1350, 2020)** which authorizes districts to award a retroactive diploma to students who were in good standing and on track to graduate at the end of the 2019-20 school year but were unable to complete the statewide graduation requirements due to COVID-19.

Board Policy 6146.2 - Certificate of Proficiency/High School Equivalency

Policy updated to clarify the distinction between a certificate of proficiency and a high school equivalency certificate. Policy also reflects that there is a fee for these tests which is waived for homeless or foster youth under 25 years of age who meet all other registration requirements and submit certification of homeless or foster youth status.

Administrative Regulation 6146.2 - Certificate of Proficiency/High School Equivalency

Regulation updated to reflect **NEW LAW (SB 820, 2020)** which requires CDE to schedule testing dates at least once in the fall semester and once in the spring semester, add the requirement that districts develop a consent form that may be used by persons receiving a certificate of proficiency to be exempted from compulsory school attendance, and reflect the two tests currently approved by the State Board of Education for the purpose of attaining a California High School Equivalency Certificate (the General Educational Development test and the High School Equivalency Test).

NEW - Exhibit 6146.2 - Certificate of Proficiency/High School Equivalency

New exhibit presents a sample consent form to be used by students who receive a certificate of proficiency, and their parents/guardians if the student is under 18 years of age, for the purpose of requesting an exemption from compulsory school attendance for the student.

Board Policy 6170.1 - Transitional Kindergarten

Policy updated to clarify that it is only districts with an extended day kindergarten program that are authorized to maintain transitional kindergarten (TK) and kindergarten programs for different lengths of

time either at the same or different school sites and reflect **NEW LAW (SB 98, 2020)** which extends, until August 1, 2021, the requirement for credentialed teachers who are first assigned to a TK class to meet additional qualifications.

Board Bylaw 9012 - Board Member Electronic Communications

Bylaw updated to clarify that electronic communications should not be used as a means to restrict access to a public forum, that meeting locations include teleconference locations, and that the prohibition against serial meetings includes a series of communications directly or through intermediaries. Bylaw reflects **NEW LAW (AB 992, 2020)** which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as a long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also references court decisions which clarify that a public official's social media account which includes discussion of public business may be considered a public forum from which the official cannot exclude access or comments by members of the public based on viewpoint.

Board Bylaw 9320 - Meetings and Notices

Bylaw updated to clarify that meeting locations include teleconference locations and reflect **NEW LAW (AB 992, 2020)** which authorizes board members to engage in separate conversations or communications on social media platforms that are open and accessible to the public as a long as a majority of the board does not use the platform to discuss among themselves business within the subject matter jurisdiction of the board, board members do not respond directly to any communication from other board members, and board members do not comment on or use digital icons to express reactions to communications made by other board members. Bylaw also updated to clarify the vote requirements for holding a closed session during an emergency meeting and for adjourning or continuing a board meeting to a later time or location.

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

Definitions

Free appropriate public education (FAPE) means special education and related services that are provided at public expense, under public supervision and direction, and without charge; meet the standards of the California Department of Education, including the requirements of 34 CFR 300.1-300.818; include appropriate preschool, elementary school, or secondary school education for individuals between the ages of 3 and 21; and are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR 300.320-300.324. (Education Code 56040; 34 CFR 300.17, 300.101, 300.104)

Least restrictive environment means that, to the maximum extent appropriate, students with disabilities, including individuals in public or private institutions or other care facilities, be educated with individuals who are nondisabled, including the provision of nonacademic and extracurricular services and activities. Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in the regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (Education Code 56040.1; 34 CFR 300.107, 300.114, 300.117)

Elements of the Local Plan

The local plan developed by the Special Education Local Plan Area (SELPA) shall include, but not be limited to: (Education Code 56122, 56205, 56206)

1. Policies, procedures, and programs, that are consistent with state laws, regulations, and policies and 20 USC 1412(a), 20 USC 1413(a)(1), and 34 CFR 300.201 governing the following:

    a. Free appropriate public education

    b. Full educational opportunity

    c. Child find and referral

    d. Individualized education programs, including development, implementation, review, and revision

    e. Least restrictive environment

    f. Procedural safeguards

    g. Annual and triennial assessments

    h. Confidentiality

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

i. Transition from the Infants and Toddlers with Disabilities programs pursuant to 20 USC 1431 to the preschool program

j. Children in private schools

k. Compliance assurances, including general compliance with the federal Individuals with Disabilities Education Act (20 USC 1400-1482), Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794), the federal Americans with Disabilities Act of 1990 (42 USC 12101-12213), related federal regulations, and Education Code 56000-56865

l. A description of the governance and administration of the local plan in accordance with Education Code 56205(a)(12)

m. Personnel qualification to ensure that personnel, including special education teachers and personnel and paraprofessionals are appropriately and adequately prepared and trained in accordance with Education Code 56058 and 56070 and 20 USC 1412(a)(14) and 1413(a)(3)

n. Performance goals and indicators

o. Participation in state and districtwide assessments, including assessments described in 20 USC 6301 et seq. and alternate assessments in accordance with 20 USC 1412(a)(16), and reports relating to assessments

p. Supplementation of state, local, and other federal funds, including nonsupplantation of funds

q. Maintenance of financial effort

r. Opportunities for public participation before adoption of policies and procedures

s. Suspension and expulsion rates

t. Access to instructional materials by blind individuals with exceptional needs and others with print disabilities in accordance with 20 USC 1412(a)(23)

u. Overidentification and disproportionate representation by race and ethnicity of children as individuals with exceptional needs, including children with disabilities with a particular impairment described in 20 USC 1401 and 1412(a)(24)

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

v. Prohibition of mandatory medication use pursuant to Education Code 56040.5 and 20 USC 1412(a)(25)

2. An annual budget plan, including descriptions of the SELPA's allocation plan in accordance with Education Code 56836-56845, all revenues by revenue source received by the SELPA specifically for the purpose of special education, a breakdown of the distribution of funds to each local educational agency (LEA) within the SELPA, projected total special education expenditures by each LEA, projected total expenditures by the SELPA and the LEAs within the SELPA, projected funding to be received specifically for regionalized operations, and a breakdown of projected SELPA operating expenditures

3. An annual service plan, describing the services to be provided by each LEA, regardless of whether the LEA participates in the local plan, including the nature of the services and the physical location at which the services will be provided. This description shall demonstrate that all individuals with exceptional needs shall have access to services and instruction appropriate to meet their needs as specified in their individualized education programs.

4. Beginning July 1, 2023, an annual assurances support plan to demonstrate how the SELPA and its participating agencies are coordinating for purposes of assuring effective outcomes for students with disabilities, including a description of:

   a. How the governing board of the SELPA will support participating agencies in achieving the goals, actions, and services identified in their local control and accountability plans

   b. How the governing board of the SELPA will connect participating agencies in need of technical assistance to the statewide system of support

   c. The services, technical assistance, and support the governing board of the SELPA will provide to meet the required policies, procedures, and programs specified in Education Code 56205

5. A description of programs for early childhood special education from birth through five years of age

6. A description of the method by which members of the public, including parents/guardians of individuals with disabilities who are receiving services under the plan, may address questions or concerns pursuant to Education Code 56205

COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION (continued)

7. A description of a dispute resolution process, including mediation and arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan

8. Verification that the plan has been reviewed by the community advisory committee in accordance with Education Code 56205 and that the committee had at least 30 days to conduct this review before submission of the local plan to CDE

9. A description of the process being utilized to refer students for special education instruction pursuant to Education Code 56303

10. A description of the process being utilized to oversee and evaluate placements in nonpublic, nonsectarian schools, the method of ensuring that all requirements of each student's IEP are being met, and a method for evaluating whether the student is making appropriate educational progress

11. A description of how specialized equipment and services will be distributed within the local plan area in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environment

The local plan, annual budget plan, annual service plan, and annual assurances support plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. (Education Code 56205)

Availability of the Plan

The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans. A complete copy of the local plan, annual budget plan, annual service plan, annual assurances support plan, and policies and procedures shall be held on file in the district office and shall be accessible to any interested party. (Education Code 56205.5)

UNIFORM COMPLAINT PROCEDURES

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

Complaints Subject to UCP

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

1. Accommodations for pregnant and parenting students (Education Code 46015)

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

2. Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)

(cf. 6200 - Adult Education)

3. After School Education and Safety programs (Education Code 8482-8484.65)

(cf. 5148.2 - Before/After School Programs)

4. Agricultural career technical education (Education Code 52460-52462)

5. Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)

(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)

6. Child care and development programs (Education Code 8200-8498)

(cf. 5148 - Child Care and Development)

7. Compensatory education (Education Code 54400)

(cf. 6171 - Title I Programs)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

UNIFORM COMPLAINT PROCEDURES (continued)

9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

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

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

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

12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

14. Migrant education (Education Code 54440-54445)

(cf. 6175 - Migrant Education Program)

15. Physical education instructional minutes (Education Code 51210, 51222, 51223)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 6142.7 - Physical Education and Activity)

16. Student fees (Education Code 49010-49013)

(cf. 3260 - Fees and Charges)

17. Reasonable accommodations to a lactating student (Education Code 222)

18. Regional occupational centers and programs (Education Code 52300-52334.7)

(cf. 6178.2 - Regional Occupational Center/Program)

19. School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)

(cf. 0420 - School Plans/Site Councils)

20. School safety plans (Education Code 32280-32289)

(cf. 0450 - Comprehensive Safety Plan)

21. School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)

(cf. 0420 - School Plans/Site Councils)

22. State preschool programs (Education Code 8235-8239.1)

(cf. 5148.3 - Preschool/Early Childhood Education)

23. State preschool health and safety issues in license-exempt programs (Education Code 8235.5)

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

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that

UNIFORM COMPLAINT PROCEDURES (continued)

involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

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

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

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

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

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

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

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)

UNIFORM COMPLAINT PROCEDURES (continued)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)

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

4. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

5. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

6. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

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

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination
8200-8498 Child care and development programs
8500-8538 Adult basic education
18100-18203 School libraries
32280-32289 School safety plan, uniform complaint procedures
35186 Williams uniform complaint procedures
46015 Parental leave for students
48853-48853.5 Foster youth
48985 Notices in language other than English
49010-49014 Student fees
49060-49079 Student records, especially:
49069.5 Records of foster youth
49490-49590 Child nutrition programs
49701 Interstate Compact on Educational Opportunity for Military Children
51210 Courses of study grades 1-6
51222 Physical education, secondary schools
51223 Physical education, elementary schools
51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements
51226-51226.1 Career technical education
51228.1-51228.3 Course periods without educational content
52059.5 Statewide system of support
52060-52077 Local control and accountability plan, especially:
52075 Complaint for lack of compliance with local control and accountability plan requirements
52300-52462 Career technical education
52500-52616.24 Adult schools
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process; school plan for student achievement
65000-65001 School site councils
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations

Legal Reference continued: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3200-3205 Special education compliance complaints
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs
900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
11431-11435 McKinney-Vento Homeless Assistance Act
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources: (see next page)

UNIFORM COMPLAINT PROCEDURES (continued)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Uniform Complaint Procedure 2020-21 Program Instrument
Sample UCP Board Policies and Procedures
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter, September 22, 2017
Dear Colleague Letter: Title IX Coordinators, April 2015
Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014
Dear Colleague Letter: Harassment and Bullying, October 2010
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
Student Privacy Policy Office: https://www2.ed.gov/about/offices/list/opepd/sppo
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/ocr
U.S. Department of Justice: http://www.justice.gov

UNIFORM COMPLAINT PROCEDURES

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

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

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)

Assistant Superintendent, Educational Services __
(title or position)
Instructional Services Department____
(unit or office)
1900 W. Olive Avenue, Burbank, CA 91506__
(address)
(818) 729-4491_____
(telephone number)
JohnParamo@Burbankusd.org_____
(email)

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

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about

UNIFORM COMPLAINT PROCEDURES (continued)

the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

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

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

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

Notifications

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

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

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

(cf. 5145.6 - Parental Notifications)

UNIFORM COMPLAINT PROCEDURES (continued)

The notice shall include:

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

2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate

3. A statement that a UCP complaint must be filed no later than one year from the date the alleged violation occurred

4. A statement that, in the case of a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

9. A statement that the complainant has a right to appeal the district's investigation report to CDE for programs within the scope of the UCP by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision

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

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

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

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

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

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

Filing of Complaints

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.

3. A UCP complaint shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

Mediation

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

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

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

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

Investigation of Complaint

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

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

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

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

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

Timeline for Investigation Report

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

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

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

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

Investigation Report

For all complaints, the district's investigation report shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered

2. A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant law

3. Corrective action(s) whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600

4. Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610

5. Procedures to be followed for initiating an appeal to CDE

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

In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the

complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

Corrective Actions

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

(cf. 5137 - Positive School Climate)

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

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support

3. Health services

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

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

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

7. Restorative justice

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

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

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

2. Parent/guardian conference

UNIFORM COMPLAINT PROCEDURES (continued)

3. Education regarding the impact of the conduct on others

4. Positive behavior support

5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

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

(cf. 6145 - Extracurricular and Cocurricular Activities)

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

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

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

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

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

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

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 52075)

UNIFORM COMPLAINT PROCEDURES (continued)

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

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)

The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including as least one of the following: (5 CCR 4632)

1. The district failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the district's investigation report are not supported by substantial evidence.

4. The legal conclusion in the district's investigation report is inconsistent with the law.

5. In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)

1. A copy of the original complaint

2. A copy of the district's investigation report

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

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

5. A copy of the district's UCP

UNIFORM COMPLAINT PROCEDURES (continued)

6. Other relevant information requested by CDE

If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)

Health and Safety Complaints in License-Exempt Preschool Programs

Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.

In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5; 5 CCR 4690)

The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)

Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5; 5 CCR 4690)

Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)

The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working

UNIFORM COMPLAINT PROCEDURES (continued)

days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)

On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)

POLITICAL ACTIVITIES OF EMPLOYEES

The Governing Board recognizes the importance of political activity, voting, and civic engagement, and respects the right of district employees to engage in political discussions and activities as individuals on their own time and at their own expense. When engaging in such activities, employees shall make it clear that they are acting on their own behalf and not as representatives of the district.

(cf. 1160 - Political Processes)
(cf. 6144 - Controversial Issues)

District employees, as members of the community, may use school facilities for meetings, including political activities, as permitted under the Civic Center Act and district policy.

(cf. 1330 - Use of School Facilities)

Employees shall refrain from prohibited political activities identified in law, Board policy, and administrative regulations. Employees who engage in these activities shall be subject to disciplinary action and/or criminal penalties.

(cf. 1325 - Advertising and Promotion)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference: (see next page)

POLITICAL ACTIVITIES OF EMPLOYEES (continued)

Legal Reference:

EDUCATION CODE
7050-7058 Political activities of school officers and employees
38130-38139 Civic Center Act
51520 Prohibited solicitations on school premises
ELECTIONS CODE
18304 Prohibition against use of district seal in campaign literature
GOVERNMENT CODE
3543.1 Rights of employee organizations
8314 Prohibition against use of public resources for campaign activity
82041.5 Definition of mass mailing
PENAL CODE
424 Punishment for misuse of public funds
COURT DECISIONS
Heffernan v. City of Paterson, (2016) 136 S. Ct. 1412
Diquisto v. County of Santa Clara, (2010) 181 Cal. App. 4th 236
San Leandro Teachers Association v. Governing Board of the San Leandro Unified School District, (2010) 46 Cal. 4th 822
Downs v. Los Angeles Unified School District, (9th Cir. 2000) 228 F.3d 1003
California Teachers Association v. Governing Board of San Diego Unified School District, (1996) 45 Cal.App. 4th 1383
L.A. Teachers Union v. L.A. City Board of Education, (1969) 71 Cal.2d 551
Pickering v. Board of Education Township High School District, (1968) 88 S. Ct. 1731
ATTORNEY GENERAL OPINIONS
84 Ops.Cal.Atty.Gen. 106 (2001)
84 Ops.Cal.Atty.Gen. 52 (2001)
77 Ops.Cal.Atty.Gen. 56 (1994)
PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS
City of Sacramento, (2019) PERB Dec. No. 2702m
Conejo Valley Unified School District, (2009) PERB Dec. No. 2054
East Whittier School District, (2004) PERB Dec. No. 1727
Turlock Joint Elementary School District, (2004) PERB Dec. No. 1490a
San Diego Community College District, (2001) PERB Dec. No. 1467

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Office of the Attorney General: http://oag.ca.gov
Public Employment Relations Board: http://www.perb.ca.gov

No employee shall be prohibited from soliciting or receiving political funds or contributions to promote the support or defeat of a ballot measure during nonworking time, including before and after school, the lunch period, or other scheduled work intermittency during the school day. (Education Code 7056)

District employees shall not:

1. Use district funds, services, supplies, equipment, work hours, or other public resources to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Governing Board (Education Code 7054, 7056; Government Code 8314)

2. Use the district's seal in any campaign literature or mass mailing with the intent to deceive voters, including, but not limited to, the use of a reproduction or facsimile of the seal in a manner that creates a misleading, erroneous, or false impression that the document is authorized by the Board, a Board member, or the district (Elections Code 18304)

(cf. 1160 - Political Processes)

3. During working hours, solicit or receive any political funds or contributions to promote the passage or defeat of a ballot measure that would affect the rate of pay, hours of work, retirement, civil service or other working conditions (Education Code 7056)

4. During working hours, solicit or receive any political funds or contributions to promote the passage or defeat of other types of ballot measures

5. Use district equipment for the preparation or reproduction of political campaign materials

(cf. 3512 - Equipment)

6. Post or distribute political campaign materials in classrooms, through distance learning platforms, or on district property

7. Disseminate political campaign materials through the district's mail service, e-mail, or staff mailboxes

(cf. 4040 - Employee Use of Technology)

8. Use students to write, address, or distribute political campaign materials

9. Present viewpoints on particular candidates or ballot measures in the classroom without giving equal time to the presentation of all perspectives

POLITICAL ACTIVITIES OF EMPLOYEES (continued)

(cf. 6144 - Controversial Issues)

10. Wear buttons, hats, or other articles of clothing that express political opinions on ballot measures or candidates during instructional time

Political Activities of Employee Organizations

Employee organizations shall not use district funds, services, supplies, or equipment, such as staff mailboxes or the district mail system, to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)

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

No employee organization or its officers, agents, or representatives shall be prohibited from soliciting or receiving political funds or contributions to promote the passage or defeat of a ballot measure during nonworking time, including before and after school, the lunch period, or other scheduled work intermittency during the school day. (Education Code 7056)

The Governing Board recognizes the right of district employees to form a bargaining unit, select an employee organization as their exclusive representative, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 9000 - Role of the Board)

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

1. The bargaining unit includes all supervisory employees.

2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.

(cf. 4300 - Administrative and Supervisory Personnel)
(cf. 4301 - Administrative Staff Organization)
(cf. 4312.1 - Contracts)

For this purpose, *supervisory employee* means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

BARGAINING UNITS (continued)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. Such employees may represent themselves individually. For purposes other than negotiations and bargaining, such employees may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. For this purpose: (Government Code 3540.1, 3543.4)

1. *Management employee* means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.

2. *Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the

BARGAINING UNITS (continued)

district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same

BARGAINING UNITS (continued)

information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be

BARGAINING UNITS (continued)

required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Legal Reference: (see next page)

BARGAINING UNITS (continued)

Legal Reference:

EDUCATION CODE
45060-45061.5 Deduction of fees from salary or wage payment, certificated employees
45100.5 Senior management positions
45104.5 Abolishment of senior classified management positions
45108.5 Definition of senior classified management employees
45108.7 Waiver of provisions of 45108.5
45168 Deduction of fees from salary or wage payment, classified employees
45220-45320 Merit system, classified employees
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act, especially:
3540.1 Definitions
3543.4 Management position; representation
3545 Appropriateness of unit; basis
3550-3552 *Prohibition on public employers deterring or discouraging union membership*
3555-3559 Public employee communication, information and orientation
6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
6254.3 Disclosure of employee contact information to employee organization
6503.5 Joint powers agencies
53260-53264 Employment contracts
CODE OF REGULATIONS, TITLE 8
33015-33490 Recognition of exclusive representative; proceedings
33700-33710 Severance of established unit
34020 Petition to rescind organizational security arrangement
34055 Reinstatement of organizational security arrangement
COURT DECISIONS
Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
PUBLIC EMPLOYMENT RELATIONS BOARD RULINGS
City of Sacramento, (2019) PERB Dec. No. 2702m
East Whittier School District, (2004) PERB Dec. No. 1727

Management Resources:

WEB SITES
CSBA: http://www.csba.org
Association of California School Administrators: http://www.acsa.org
California Federation of Teachers: http://www.cft.org
California School Employees Association: http://www.csea.com
California Teachers Association: http://www.cta.org
Public Employment Relations Board: http://www.perb.ca.gov

WORK PERMITS

The Governing Board recognizes that part-time employment can provide students with income, job experience, and valuable life skills and should be permitted to the extent that such employment does not interfere with a student's education. Before accepting any offer of employment, district students who are minors shall obtain work permits from the Superintendent or designee, regardless of whether the employment will occur when school is in session and/or not in session, unless otherwise exempted by law.

(cf. 6178 - Career Technical Education)

In determining whether to grant or continue a work permit, the Superintendent or designee shall consider whether employment is likely to significantly interfere with the student's schoolwork. Students granted work permits shall be required to demonstrate and maintain a 2.0 grade point average and satisfactory school attendance, except during periods of extended school closure due to an emergency as described in Education Code 49200 and the accompanying administrative regulation. On a case-by-case basis, the Superintendent or designee may approve a maximum work hour limit that is lower than the limit specified in law and administrative regulation.

(cf. 5121 - Grades/Evaluation of Student Achievement)

Students with work permits may be exempted from attendance in a full-time day school provided they attend part-time classes. (Education Code 48230)

(cf. 5112.1 - Exemptions from Attendance)

Work permits shall be limited to part-time employment as defined by law, except when the Superintendent or designee determines that circumstances warrant the granting of a permit for full-time employment.

Any student authorized to work full time when school is in session shall be enrolled in part-time continuation classes. A student age 14 or 15 who receives a permit to work full time shall also be enrolled in a work experience education program. (Education Code 49130, 49131, 49135)

(cf. 6178.1 - Work-Based Learning)
(cf. 6184 - Continuation Education)

Legal Reference: (see next page)

WORK PERMITS (continued)

Legal Reference:

EDUCATION CODE
48230 Exemption from full-time school attendance for students with work permits
48231 Exemption from compulsory attendance for students entering attendance area near end of term
49100-49101 Compulsory attendance
49110-49119 Permits to work
49130-49135 Permits to work full time
49140-49141 Exceptions
49160-49165 Employment of minors; duties of employers
49180-49183 Violations
49200 Permit to work during extended emergency school closure
51760-51769.5 Work experience education
52300-52499.66 Career technical education
LABOR CODE
1285-1312 Employment of minors
1391-1394 Working hours for minors
CODE OF REGULATIONS, TITLE 5
10120-10121 Work permits
16023-16027 District records, retention and destruction
CODE OF REGULATIONS, TITLE 8
11701-11707 Prohibited and dangerous occupations for minors
11750-11763 Work permits and conditions, minor employed in entertainment industry
CODE OF FEDERAL REGULATIONS, TITLE 29
570.1-570.129 Child labor regulations
ATTORNEY GENERAL OPINIONS
18 Ops.Cal.Atty.Gen. 114 (1951)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Permit to Employ and Work, Form B1-4
Statement of Intent to Employ a Minor and Request for a Work Permit - Certificate of Age, Form B1-1
CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS
Child Labor Laws, 2013
WEB SITES
California Department of Education, Work Experience Education: http://www.cde.ca.gov/ci/ct/we
California Department of Industrial Relations: http://www.dir.ca.gov

WORK PERMITS

Before accepting employment, a student under the age of 18 who is subject to the state's compulsory attendance law, including a student who has not yet graduated from high school or has not received a certificate of proficiency, shall obtain a work permit.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

The district may issue a permit authorizing employment while school is in session, including employment connected with a work experience education program pursuant to Education Code 51760-51769.5, to a student 14-17 years of age. The district also may issue a permit to any student 12-17 years of age to be employed during a regular school holiday, during a regular or specified occasional public school vacation, and when the student is exempt from compulsory school attendance pursuant to Education Code 48231 because the student arrived from another state within 10 days before the end of the school term. (Education Code 49111, 49113, 49160)

(cf. 6178.1 - Work-Based Learning)

If a student has obtained an offer of employment in the entertainment industry, the student shall request a work permit from the California Department of Industrial Relations, Division of Labor Standards Enforcement, pursuant to Labor Code 1308.5 and 8 CCR 11752-11753.

A work permit shall not be required for a student who is not receiving pay or financial reimbursement for services rendered in volunteer services or educational purposes, is not in an employer-employee relationship in accordance with the Fair Labor Standards Act, is serving as an unpaid trainee or volunteer or in an in-school placement, and has submitted written parent/guardian permission. (5 CCR 10121)

In addition, a student shall not be required to obtain a work permit if the student is self-employed; is working at odd jobs such as yard work and babysitting in private homes where the student is not regularly employed; is a self-employed news carrier delivering newspapers to consumers on a regular route; is employed in agricultural, horticultural, viticultural, or domestic labor during non-school hours when the work is performed for or under the control of the parent/guardian and is performed upon or in connection with premises the parent/guardian owns, operates, or controls; or is otherwise exempted by law.

Persons Authorized to Issue Work Permits

The following individuals are authorized to issue a work permit to a student in the district: (Education Code 49110)

1. The Superintendent

WORK PERMITS (continued)

2. An employee holding a services credential with a specialization in pupil personnel services or a certificated work experience education teacher or coordinator, when authorized by the Superintendent in writing

3. A principal, or another school administrator designated by the principal, provided that the principal or designee:

   a. Provides a self-certification that the principal or designee understands the requirements of law for issuing a work permit

   b. Does not issue a work permit to the principal's or designee's own child

If the person designated to issue work permits is not available and delay in issuing a permit would jeopardize a student's ability to secure work, the Superintendent may temporarily authorize another person to issue the permit. (Education Code 49110)

Application

The student's parent/guardian, foster parent, caregiver with whom the student resides, or residential shelter services provider shall file a written request for a work permit. (Education Code 49110)

The request for a work permit shall be submitted to the Superintendent or designee on a form approved by the California Department of Education (CDE).

If the student is applying for a full-time work permit, the student and the student's parent/guardian shall generally be required to appear before, and submit the application to, the Superintendent or designee. (Education Code 49132)

In the event of an extended physical closure of the campus due to a natural disaster, pandemic, or other emergency, the required documentation, including signatures, may be collected electronically. In addition, if the application is for a full-time work permit, the student and parent/guardian shall not be required to appear in person before the Superintendent or designee if the completed application has been successfully submitted electronically and the student and parent/guardian have attended a video conference with the person issuing the work permit. (Education Code 49132, 49200)

Approval Process

The Superintendent or designee shall have discretion to determine whether or not to issue the work permit.

WORK PERMITS (continued)

In determining whether to approve a work permit, the Superintendent or designee shall verify the student's date of birth, the type of work permit to be issued, and whether the student meets any other criteria established by the Governing Board. The Superintendent or designee may inspect the student's records and/or may confer with at least one of the student's teachers for evidence of satisfactory grades and school attendance and to determine whether the student possesses the motivation and maturity to maintain academic progress while working.

(cf. 5121 - Grades/Evaluation of Student Achievement)

However, a work permit shall not be denied based on a student's grades, grade point average, or school attendance under either of the following circumstances: (Education Code 49120, 49200)

1. The student's school has been physically closed for an extended time due to a natural disaster, pandemic, or other emergency.

2. The student is applying for a work permit in order to participate in a government-administered employment and training program that will occur during the regular summer recess or vacation of the student's school.

Students shall not be approved to work in environments declared hazardous or dangerous for young workers or otherwise prohibited by child labor laws. (Labor Code 1290-1298; 29 CFR 570.33, 570.50-570.72)

The Superintendent or designee shall ensure that the requested work hours do not exceed the maximum work hours specified in law based on the student's age and whether the employment will occur while school is in session and/or not in session. (Education Code 49111, 49112, 49116; Labor Code 1391-1391.1; 29 CFR 570.35)

Full-time employment may be authorized for students 14-17 years of age in accordance with Education Code 49130-49135.

(cf. 6184 - Continuation Education)

All work permits shall be issued on forms provided by or authorized by CDE. (Education Code 49117)

Each permit shall authorize work for a specific employer. Whenever a student changes employers, the student shall request a new permit.

The student may be issued more than one work permit if the student works concurrently for more than one employer, provided that the total number of hours worked does not exceed the total number of hours allowed by law and the district.

WORK PERMITS (continued)

Whenever a work permit is issued by a principal or other designated school administrator, the principal or designee shall submit to the Superintendent a copy of each work permit issued, along with a copy of the application. (Education Code 49110)

The Superintendent or designee shall periodically inspect the grades and attendance records of students granted work permits to ensure maintenance of academic progress and any additional criteria established in Board policy.

Expiration of Work Permits

Work permits issued during the school year shall expire five days after the opening of the next succeeding school year. (Education Code 49118)

Before the work permit expires, a student may apply for a renewed work permit in accordance with the procedures specified in the section "Approval Process" above.

Revocation of Work Permits

The Superintendent or designee shall revoke a student's work permit whenever the Superintendent or designee determines that the employment is impairing the health or education of the student, any provision or condition of the permit is being violated, the student is performing work in violation of law, or any condition for the issuance of the permit no longer exists or never existed. (Education Code 49116, 49164; Labor Code 1300)

The Superintendent may revoke a work permit issued by a principal of a public or private school located within the district if the Superintendent becomes aware of any grounds upon which the student may be deemed ineligible for a work permit under law. (Education Code 49110)

Retention of Records

The Superintendent or designee shall retain a copy of the work permit application and the work permit until the end of the fourth year after the work permit was issued. (5 CCR 16026)

(cf. 3580 - District Records)
(cf. 5125 - Student Records)

AWARDS FOR ACHIEVEMENT

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, artistic, extracurricular, athletic, and community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, or monetary gift.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, students whose academic achievements in core curriculum areas have been outstanding shall receive special recognition.

The Superintendent or designee shall identify graduating high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

State Seal of Biliteracy

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

(cf. 6142.2 - World Language Instruction)
(cf. 6174 - Education for English Learners)

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English. The Superintendent or designee may also present awards to English learners who are reclassified as fluent English proficient to recognize proficiency in both English and the student's native language.

AWARDS FOR ACHIEVEMENT (continued)

State Seal of Civic Engagement

The Superintendent or designee shall present the State Seal of Civic Engagement to each student who demonstrates excellence in civics education and participation and has demonstrated an understanding of the U.S. Constitution, the California Constitution, and the democratic system of government. (Education Code 51470-51474)

All district students shall be afforded the opportunity to earn the State Seal of Civic Engagement, regardless of their background, communities, or experiences. No student shall be denied such opportunity based on academic ability, alternative school setting, or unique or unconventional expression of civic engagement.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 6157 - Distance Learning)
(cf. 6158 - Independent Study)
(cf. 6159 - Individualized Education Program)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)

Scholarship and Loan Fund

The Board shall establish and maintain a scholarship and loan fund which shall be used to provide interest-free loans for educational advancement, scholarship, and/or grants-in-aid to bona fide organizations, students, or graduates of district schools. (Education Code 35310, 35315)

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)

The district's scholarship and loan fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

The Board shall select its own representatives to the committee. Staff, community, and/or student representatives shall be selected by the Superintendent. Members of this committee shall serve two-year terms.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

AWARDS FOR ACHIEVEMENT (continued)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference:

EDUCATION CODE
220 Nondiscrimination
35160 Authority of governing boards
35310-35319 Scholarship and loan funds
44015 Awards to employees and students
51243-51245 Credit for private school foreign language instruction
51450-51455 Golden State Seal Merit Diploma
51460-51464 State Seal of Biliteracy
51470-51474 State Seal of Civic Engagement
52164.1 Assessment of English language skills of English learners
GOVERNMENT CODE
54950-54963 Brown Act open meeting laws
CODE OF REGULATIONS, TITLE 5
876 Golden State Seal Merit Diploma
1632 Credit for private school foreign language instruction
11517.6-11519.5 English Language Proficiency Assessments for California

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
SSCE Implementation Guidance
WEB SITES
CSBA: http://www csba.org
California Department of Education: http://www.cde.ca.gov
Californians Together: http://www.californianstogether.org

AWARDS FOR ACHIEVEMENT

District/School Awards

The Superintendent or designee may appoint an awards committee at each school which may consist of school administrators, staff members, parents/guardians, community members, and student representatives. The committee shall submit recommendations for student awards to the Superintendent or designee for approval.

(cf. 1220 - Citizen Advisory Committees)

Individual awards in excess of $200 must be expressly approved by the Governing Board. (Education Code 44015)

Golden State Seal Merit Diploma

To be eligible to receive the Golden State Seal Merit Diploma upon graduation from high school, a student shall complete all requirements for a high school diploma and shall demonstrate mastery of the curriculum in mathematics, English language arts, science, U.S. history, and two other subject matter areas selected by the student by meeting at least one of the following criteria for each subject: (Education Code 51451, 51452; 5 CCR 876)

1. Mathematics and English language arts

    a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11

    b. An achievement level of "Standard Met" or above for the high school Smarter Balanced Summative Assessment

2. Science

    a. A grade of at least B+ or the numerical equivalent in a single course each semester completed in grade 9, 10, or 11

    b. An achievement level of "Standard Met" or above for the high school California Science Test taken in grade 10 or 11

3. U.S. history

    a. A grade of at least B or the numerical equivalent in the required U.S. history course each semester

    b. A qualifying score that demonstrates mastery of the subject as determined by the district for an exam produced by a private provider or the district

AWARDS FOR ACHIEVEMENT (continued)

4. Two additional subject areas of the student's choosing

   a. Any additional qualifying grade or score listed above, earned for the subject of English language arts, mathematics, science, or U.S. history not already used to meet eligibility

   b. A grade of at least B or the numerical equivalent upon completion of high school courses in other subjects

   c. A qualifying score that demonstrates mastery of other subjects, as determined by the district, for an exam produced by a private provider or the district

(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)
(cf. 6162.51 - State Academic Achievement Tests)

The Superintendent or designee shall maintain appropriate records to identify students who have earned the Golden State Seal Merit Diploma and shall affix an insignia to the high school diploma and transcript of each such student. (Education Code 51454)

(cf. 5125 - Student Records)

The Superintendent or designee shall submit an insignia request form to the California Department of Education in sufficient time to allow for processing of the request prior to the high school graduation ceremony.

State Seal of Biliteracy

To be eligible to receive the State Seal of Biliteracy upon graduation, a student shall demonstrate a high level of proficiency in English and at least one other language, which may include American Sign Language, by meeting all of the following state-established criteria: (Education Code 51461)

1. Completion of all English language arts requirements for graduation with an overall grade point average of at least 2.0 in those classes

2. Passage of the California Assessment of Student Performance and Progress for English language arts or any successor test administered in grade 11 at or above the "Standard Met" achievement level

3. Proficiency in one or more languages other than English, demonstrated through one of the following methods:

AWARDS FOR ACHIEVEMENT (continued)

a. Passage of a world language Advanced Placement (AP) exam with a score of 3 or higher or an International Baccalaureate (IB) exam with a score of 4 or higher

b. Successful completion of a four-year high school course of study in a world language, attaining an overall grade point average of at least 3.0 in that course of study, and oral proficiency in the language comparable to that required on an AP or IB exam

c. If no AP exam or off-the-shelf language test exists, passage of a district language exam that can be certified to meet the rigor of a four-year high school course of study in a given language and, at a minimum, assesses speaking, reading, and writing in a language other than English at the proficient level or higher

d. If a language is not characterized by listening, speaking, or reading, or for which there is no written system, passage of an assessment on the modalities that characterize communication in that language at the proficient level or higher

e. Passage of the SAT II world language exam with a score of 600 or higher

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6142.2 - World Language Instruction)

To be eligible to receive the State Seal of Biliteracy, a student whose primary language is other than English shall also attain the level which demonstrates English language proficiency on the state's English Language Proficiency Assessments for California. (Education Code 51461)

(cf. 6174 - Education for English Learners)

The Superintendent or designee shall maintain appropriate records to identify high school students who have earned the State Seal of Biliteracy and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51463)

State Seal of Civic Engagement

To be eligible to receive the State Seal of Civic Engagement, a student shall meet district requirements for all of the following state-established criteria:

1. Be engaged in academic work in a productive way

AWARDS FOR ACHIEVEMENT (continued)

2. Demonstrate a competent understanding of U.S. and California Constitutions, functions and governance of local governments, tribal government structures and organizations, the role of the citizen in a constitutional democracy, and democratic principles, concepts, and processes

3. Participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts

4. Demonstrate civic knowledge, skills, and dispositions through self-reflection

5. Exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society

The Superintendent or designee shall maintain appropriate records to identify students who have earned the State Seal of Civic Engagement and shall affix the insignia to the high school diploma or transcript of each such student. (Education Code 51473)

Scholarship and Loan Fund

The Superintendent shall serve as chief executive officer of the scholarship and loan fund and as chairperson of the district committee established to administer the fund. The committee shall meet at least once each fiscal year and at other such times as it may be called into session by the Superintendent. (Education Code 35311, 35312)

Scholarship and loan funds shall be deposited, administered, and audited in accordance with Education Code 35314 and 35318.

(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

The Superintendent or designee shall establish criteria, procedures, and deadlines for student applications for scholarships and/or loans from the fund. As applicable, the Superintendent or designee may require the student to submit letters of recommendation or other supplementary materials providing evidence of the student's accomplishments and/or need.

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

Notifications

The Superintendent or designee shall annually distribute information about eligibility requirements for the Golden State Seal Merit Diploma, State Seal of Biliteracy, State Seal of Civic Engagement, and/or any district awards programs to students at the applicable grade levels.

IMMUNIZATIONS

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board shall cooperate with state and local public health agencies to encourage and facilitate immunization of all district students against preventable diseases.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 6142.8 - Comprehensive Health Education)

Each student enrolling for the first time in a district school, preschool, or child care and development program or enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that the student has received all required immunizations in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

(cf. 5112.1 - Exemptions from Attendance)
(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

Transfer students shall be requested to present immunization records upon registration at district schools if possible.

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may arrange for an authorized health care provider to administer immunizations at school to any student whose parent/guardian has consented in writing. At the beginning of the school year, parents/guardians shall be notified of their right to provide consent for the administration of an immunization to their child at school. (Education Code 48980, 49403)

(cf. 5141.3 - Health Examinations)
(cf. 5141.6 - School Health Services)
(cf. 5145.6 - Parental Notifications)

Legal Reference: (see next page)

IMMUNIZATIONS (continued)

Legal Reference:

EDUCATION CODE
44871 Qualifications of supervisor of health
46010 Total days of attendance
48216 Immunization and exclusion from attendance
48853.5 Immediate enrollment of foster youth
48980 Required notification of rights
49403 Cooperation in control of communicable disease and immunizations
49426 Duties of school nurses
49701 Flexibility in enrollment of children of military families
51745-51749.6 Independent study
HEALTH AND SAFETY CODE
120325-120380 Immunization against communicable disease, especially:
120335 Immunization requirement for admission
120372 Statewide medical exemption electronic standardized form
120395 Information about meningococcal disease, including recommendation for vaccination
120440 Disclosure of immunization information
CODE OF REGULATIONS, TITLE 5
430 Student records; definition
CODE OF REGULATIONS, TITLE 17
6000-6075 School attendance immunization requirements
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
UNITED STATES CODE, TITLE 42
11432 Immediate enrollment of homeless children
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy

Management Resources:

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
Exemptions FAQs
Guide to Immunization Requirements for Pre-kindergarten (Child Care)
Guide to Immunization Requirements for K-12th Grade
Parents' Guide to Immunizations Required for Pre-kindergarten (Child Care)
Parents' Guide to Immunizations Required for School Entry
Vaccinations and Medical Exemptions Questions and Answers
California Immunization Handbook for Pre-kindergarten (Child Care) Programs and Schools, 10th Edition, July 2019
EDUCATION AUDIT APPEALS PANEL PUBLICATIONS
Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Family Educational Rights and Privacy Act (FERPA) and H1N1, October 2009

Management Resources continued: (see next page)

IMMUNIZATIONS (continued)

Management Resources: (continued)

WEB SITES

California Department of Education: http://www.cde.ca.gov
California Department of Public Health, Immunization Branch: https://www.cdph.ca.gov/programs/cid/dcdc/pages/immunize.aspx
California Department of Public Health, Shots for Schools: https://www.shotsforschool.org
California Health & Human Services Agency: https://www.chhs.ca.gov/
Centers for Disease Control and Prevention: http://www.cdc.gov
Education Audit Appeals Panel: http://www.eaap.ca.gov
U.S. Department of Education: http://www.ed.gov

IMMUNIZATIONS

Required Immunizations

Upon a student's registration at a district school, the Superintendent or designee shall provide the student's parents/guardians a written notice summarizing the state's immunization requirements.

The Superintendent or designee shall not unconditionally admit any student to a district school, preschool, or child care and development program for the first time nor admit or advance any student to grade 7, unless the student has been fully immunized. The student shall present documentation of full immunization, in accordance with the age/grade and dose required by the California Department of Public Health (CDPH), against the following diseases: (Health and Safety Code 120335; 17 CCR 6025)

1. Measles, mumps, and rubella

2. Diphtheria, tetanus, and pertussis (whooping cough)

3. Poliomyelitis (polio)

4. Hepatitis B

5. Varicella (chickenpox)

6. Haemophilus influenza type b (Hib meningitis)

7. Any other disease deemed appropriate by CDPH

(cf. 5141.22 - Infectious Diseases)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6170.1 - Transitional Kindergarten)

However, full immunization against hepatitis B shall not be a condition by which the Superintendent or designee shall admit or advance any student to grade 7. (Health and Safety Code 120335)

A student who qualifies for an individualized education program (IEP), unless otherwise exempt, shall be fully immunized in accordance with Health and Safety Code 120335 and this regulation. However, the district shall continue to implement the student's IEP and shall not prohibit the student from accessing any special education and related services required by the student's IEP regardless of whether the student is fully immunized. (Health and Safety Code 120335)

(cf. 6159 - Individualized Education Program)

IMMUNIZATIONS (continued)

School personnel shall record information for each student regarding all doses of required immunizations and the status of all requirements in accordance with 17 CCR 6070. The school records shall be based on the student's immunization record provided by the student's health care provider, from the student's previous school immunization record, or through the California Immunization Registry (CAIR). (17 CCR 6070)

Exemptions

Exemption from one or more immunization requirements shall be granted under any of the following circumstances:

1. A medical exemption is submitted using the standardized form developed by CDPH and transmitted using CAIR which includes, but is not limited to, a description of the medical basis for which the exemption for each individual immunization is sought and whether the medical exemption is permanent or temporary. (Health and Safety Code 120372)

   A student who has a medical exemption issued prior to January 1, 2020 shall be allowed to continue enrollment until the next grade span, except that after July 1, 2021, a student may not be admitted or advanced to grade 7 unless the student has been immunized or a medical exemption form filed as stated above. (Health and Safety Code 120370)

   A temporary exemption shall not exceed one year, and all medical exemptions shall not extend beyond the grade span. (Health and Safety Code 120372)

   If a student's medical exemption is revoked by CDPH on the basis that the exemption does not meet applicable criteria for medical exemptions, the student shall continue in attendance and, within 30 calendar days of the revocation, commence the immunization schedule required for conditional admittance pursuant to 17 CCR 6050, as described below. (Health and Safety Code 120372)

   The student's parent/guardian may appeal a revocation to the Secretary of California Health and Human Services. If a revocation is appealed, the student shall continue in attendance and shall not be required to commence the immunization schedule required for conditional admittance provided the appeal is filed within 30 calendar days of the revocation. (Health and Safety Code 120372, 120372.05)

2. The student's parent/guardian filed with the district, before January 1, 2016, a letter or written affidavit stating that an immunization is contrary to the student's personal beliefs, in which case the student shall be exempted from the immunization until the student enrolls in the next applicable grade span requiring immunization (birth to preschool, grades K-6, grades 7-12). (Health and Safety Code 120335)

IMMUNIZATIONS (continued)

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

When a student transfers to a different school within the district or transfers into the district from another school district in California, the student's personal beliefs exemption filed before January 1, 2016, shall remain in effect until the next applicable grade span. A student transferring from a school outside the district shall present a copy of the personal beliefs exemption upon enrollment. When a student transfers into the district from outside California and presents a personal beliefs exemption issued by another state or country prior to January 1, 2016, the Superintendent or designee may consult with legal counsel regarding the applicable immunization requirements.

3. The student is enrolled in an independent study program pursuant to Education Code 51745-51749.6 and does not receive classroom-based instruction. (Health and Safety Code 120335)

(cf. 6158 - Independent Study)

Conditional Enrollment

The Superintendent or designee may conditionally admit a student with documentation from an authorized health care provider that the student has not received all the immunizations required for the student's age group, but has commenced receiving doses of all required vaccines and is not due for any other doses at the time of admission. The Superintendent or designee shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses as specified in 17 CCR 6035. (Health and Safety Code 120340; 17 CCR 6035)

(cf. 5145.6 - Parental Notifications)

In addition, a transfer student may be conditionally admitted for up to 30 school days while the student's immunization records are being transferred from the previous school. If such documentation is not presented within 30 days, the student shall be excluded from school until the required immunizations have been administered. (17 CCR 6035)

The Superintendent or designee shall immediately enroll homeless students, foster youth, and students of military families even if their immunization records are missing or unavailable at the time of enrollment. School or district staff shall work with the student's prior school to obtain the student's immunization records or shall ensure that the student is properly immunized. (Education Code 48853.5, 49701; Health and Safety Code 120341; 42 USC 11432)

IMMUNIZATIONS (continued)

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, the student shall be excluded from further attendance until the immunizations are received. (Health and Safety Code 120375; 17 CCR 6040, 6070)

Exclusions Due to Lack of Immunizations

If an enrolled student who was previously believed to be in compliance with immunization requirements is subsequently discovered to not be in compliance with requirements for unconditional or conditional admission, the Superintendent or designee shall notify the parent/guardian that evidence of proper immunization or an appropriate exemption must be provided within 10 school days. This notice shall refer the parent/guardian to the student's usual source of medical care or, if the student has no usual source of medical care, then to the county health department or school immunization program, if any. (Education Code 48216; 17 CCR 6040)

(cf. 5112.2 - Exclusions from Attendance)
(cf. 5141.6 - School Health Services)

The Superintendent or designee shall exclude from further attendance an enrolled student who fails to obtain the required immunization within 10 school days following the parent/guardian's receipt of the notice specified above. The student shall remain excluded from school until documentation is provided indicating that the student has received a dose of each required vaccine due at that time. (17 CCR 6040, 6055)

The student shall also be reported to the attendance supervisor or principal.

Exclusion Due to Exposure to Disease

If the district has good cause to believe that a student has been exposed to a disease listed in the section "Required Immunizations" above and the student's documentation of immunization does not show proof of immunization against that disease, that student may be temporarily excluded from the school until the local health officer is satisfied that the student is no longer at risk of developing or transmitting the disease. (Health and Safety Code 120370)

IMMUNIZATIONS (continued)

Records

Each student's immunization record shall be retained as part of the student's mandatory permanent student record. District staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law. (Health and Safety Code 120375, 120440; 17 CCR 6070)

(cf. 5125 - Student Records)

The district shall also retain in the mandatory student record any physician or health officer statement, personal beliefs letter or affidavit, reason for conditional enrollment, or any other documentation related to the student's immunization record or exemptions.

At least annually, the Superintendent or designee shall file a written report on the immunization status of new students with CDPH and the local department of public health on forms prescribed by CDPH. (Health and Safety Code 120375; 17 CCR 6075)

Audits

If an audit reveals deficiencies in the district's reporting procedures, the Superintendent or designee shall present the Board with a plan to remedy such deficiencies.

PRESCHOOL/EARLY CHILDHOOD EDUCATION

The Governing Board recognizes the value of high-quality preschool experiences to enhance children's social-emotional development, knowledge, skills, abilities, and attributes necessary for a successful transition into the elementary education program. The Board desires to provide children ages 3-4 years access to developmentally appropriate activities in a safe, adequately supervised, and cognitively rich environment.

The Superintendent or designee shall collaborate with the local child care and development planning council, the county office of education, other public agencies, organizations, and/or private preschool providers to assess the availability of preschool programs in the community and the extent to which the community's preschool needs are being met. The Board encourages the development of a comprehensive districtwide and/or countywide plan to increase children's access to high-quality preschool programs.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 5148 - Child Care and Development)

The Superintendent or designee shall provide information about preschool options in the community to parents/guardians upon request.

District Preschool Programs

When the Board determines that it is feasible, the district may contract with the California Department of Education (CDE) to provide preschool services in facilities at or near district schools, either directly or through a subcontract with a public or private provider.

District preschool programs shall comply with all health and safety laws and regulations, including, when applicable, licensure requirements pursuant to 22 CCR 101156.

The Board shall approve, for the district's preschool program, a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and the accompanying administrative regulation. (5 CCR 18271)

The Board shall set priorities for establishing or expanding services as resources become available, giving consideration to the benefits of providing early education programs for at-risk children and/or children residing in the attendance areas of the lowest performing district schools.

(cf. 6171 - Title I Programs)

Preschool classroom needs shall be addressed in the district's facilities master plan, including an assessment as to whether adequate and appropriate space exists on school sites. As necessary, the Superintendent or designee shall provide information to the Board regarding facilities financing options for preschool classrooms and/or facilities available through partnering organizations or agencies.

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

(cf. 1330.1 - Joint Use Agreements)
(cf. 7110 - Facilities Master Plan)
(cf. 7210 - Facilities Financing)

Because parents/guardians are essential partners in supporting the development of their children, the Superintendent or designee shall involve them in program planning.

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

The Superintendent or designee shall coordinate the district's preschool program, transitional kindergarten program (TK), and elementary education program to provide a developmental continuum that builds upon children's growing skills and knowledge.

(cf. 6011 - Academic Standards)
(cf. 6170.1 - Transitional Kindergarten)

The district's program shall be aligned with preschool learning foundations and curriculum frameworks developed by CDE which identify the knowledge, skills, and competencies that children typically attain as they complete their first or second year of preschool. The program shall be designed to facilitate children's development in essential skills in the areas of language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

The district's preschool program shall provide appropriate services to support the needs of at-risk children.

(cf. 0415 - Equity)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)

To maximize the ability of children to succeed in the preschool program, the program shall support children's health through proper nutrition and physical activity and shall provide or make referrals to available health and social services as needed.

(cf. 3550 - Food Services/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)
(cf. 5141.6 - School Health Services)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

The district shall encourage volunteerism in the program and shall communicate frequently with parents/guardians of enrolled children regarding their child's progress.

(cf. 1240 - Volunteer Assistance)

The Superintendent or designee shall ensure that administrators, teachers, and paraprofessionals in district preschool programs possess the appropriate permit(s) issued by the Commission on Teacher Credentialing, meet any additional qualifications established by the Board, and participate in professional development opportunities designed to continually enhance their knowledge and skills.

(cf. 4112.2 - Certification)
(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Preschool admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and a health examination requirement. (CCR 18105; 22 CCR 101218)

The Superintendent or designee shall ensure that subsidized preschool is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106.

The Superintendent or designee shall recommend strategies to link the district's preschool program with other available child care and development programs in the district or community in order to assist families whose child care needs extend beyond the length of time that the district's part-day preschool program is offered.

The Superintendent or designee shall develop and implement an annual plan of evaluation which conforms to state requirements. (5 CCR 18279)

The district's uniform complaint procedures, with modifications as necessary, shall be used to investigate and resolve complaints alleging violation of applicable health or safety requirements for license-exempt programs operating under the California State Preschool Program. However, licensed programs shall refer complaints alleging health and safety violations to the California Department of Social Services. (Education Code 8235.5; 5 CCR 4610, 4611, 4690-4694)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

(cf. 1312.3 - Uniform Complaint Procedures)

The Superintendent or designee shall regularly report to the Board regarding enrollment in district preschool programs and the effectiveness of the programs in preparing preschoolers for transition into the elementary education program.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE
8200-8499.10 Child Care and Development Services Act, especially:
8200-8209 General provisions for child care and development services
8230-8233 Migrant child care and development program
8235-8239.1 California State Preschool Program
8240-8244 General child care and development programs
8250-8252 Programs for children with special needs
8263 Eligibility and priorities for subsidized child development services
8263.3 Disenrollment of families due to reduced funding levels
8264.8 Center-based child care programs, staffing ratios
8273.1 Family fees
8360-8370 Personnel qualifications
8400-8409 Contracts, administrative appeal procedure
8493-8498 Facilities, capital outlay
8499.3-8499.7 Local child care and development planning councils
44065 Interchange between certificated and classified positions
44256 Credential types
48000 Transitional kindergarten
48985 Notification, primary language other than English
HEALTH AND SAFETY CODE
1596.70-1596.895 California Child Day Care Act
1596.90-1597.21 Day care centers
120325-120380 Immunization requirements
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4690-4694 Health and safety complaints in license-exempt preschool programs
18000-18434 Child care and development programs, especially:
18130-18136 California State Preschool Program
18295 Waiver of qualifications for site supervisor
80105-80125 Permits authorizing service in child development programs

Legal Reference: (see next page)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

Legal Reference: (continued)
CODE OF REGULATIONS, TITLE 22
101151-101239.2 General requirements, licensed child care centers, especially:
101151-101163 Licensing and application procedures
101212-101231 Continuing requirements
101237-101239.2 Facilities and equipment
UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities Education Act
6311-6322 Title I, relative to preschool
6371-6376 Early Reading First
6381-6381k Even Start family literacy programs
6391-6399 Education of migratory children
UNITED STATES CODE, TITLE 42
9831-9852c Head Start programs
9857-9858r Child Care and Development Block Grant
CODE OF FEDERAL REGULATIONS, TITLE 45
1301.1-1305.2 Head Start

Management Resources:
CSBA PUBLICATIONS
What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California Preschool Learning Foundations
Dream Big for Our Youngest Children: Final Report of the California Early Learning Quality Improvement System Advisory Committee, 2010
Preschool English Learners: Principles and Practices to Promote Language, Literacy, and Learning, 2nd ed., 2009
Prekindergarten Learning Development Guidelines, 2000
First Class: A Guide for Early Primary Education, 1999
U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016
Good Start, Grow Smart, April 2002
WEB SITES
CSBA: http://www.csba.org
California Association for the Education of Young Children: http://www.caeyc.org
California County Superintendents Educational Services Association: http://www.ccsesa.org
California Department of Education: http://www.cde.ca.gov
California Head Start Association: http://caheadstart.org
California Preschool Instructional Network: http://www.cpin.us
Child Development Policy Institute: http://www.cdpi.net
Cities, Counties, and Schools Partnership: http://www.ccspartnership.org
First 5 Association of California: http://www.ccfc.ca.gov
National Institute for Early Education Research: http://nieer.org
U.S. Department of Education: http://www.ed.gov

PRESCHOOL/EARLY CHILDHOOD EDUCATION

When approved by the California Department of Education (CDE) under the California State Preschool Program (CSPP), the district may operate one or more part-day preschool programs in accordance with law and the terms of its contract with CDE.

(cf. 5148 - Child Care and Development)

The district's preschool program shall include all required program components, as described in 5 CCR 18272-18281 and AR 5148 - Child Care and Development, for the educational program, the creation of a developmental profile for each child, staff development, parent involvement and education, community involvement, health and social services, nutrition, and program evaluation. (5 CCR 18271-28281)

Minimum Hours/Days of Operation

The district's part-day preschool program shall operate a minimum of three hours per day, excluding time for home-to-school transportation, and for a minimum of 175 days per year unless otherwise specified in the program's contract. (Education Code 8235; 5 CCR 18136)

Staffing

The preschool program shall maintain an adult-child ratio of at least one adult for every eight children and a teacher-child ratio of at least one teacher for every 24 children. If the district cannot recruit a sufficient number of parents/guardians or volunteers to meet the required adult-child ratio, teacher aides shall be hired as necessary. (5 CCR 18135, 18290)

(cf. 1240 - Volunteer Assistance)
(cf. 6020 - Parent Involvement)

Any person employed at a district preschool and any volunteer who provides care and supervision to children at a preschool shall, unless exempted by law, be immunized against influenza, pertussis, and measles in accordance with Health and Safety Code 1596.7995 and AR 5148 - Child Care and Development. Documentation of required immunizations, or applicable exemptions, shall be maintained in the employee's personnel file. (Health and Safety Code 1596.7995)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)

In addition, preschool teachers shall present evidence of a current tuberculosis clearance and meet other requirements as specified in Health and Safety Code 1597.055.

Wraparound Child Care Services

In accordance with its contract with CDE, the district may offer full-day services to meet the needs of eligible families through a combination of part-day preschool and wraparound child care services that are offered for the remaining portion of the day or year following

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

completion of the preschool services. Child care and development services offered through this program shall meet the requirements of general child care and development programs pursuant to Education Code 8240-8244. (Education Code 8239)

Wraparound services shall operate a minimum of 246 days per year unless otherwise specified in the contract. Within this period of time, the part-day preschool program shall operate 175-180 days. After the completion of the preschool program, a part-time general child care and development program may operate a full day for the remainder of the year. (Education Code 8239)

Family Literacy Services

When any district preschool program receives funding for family literacy services pursuant to Education Code 8238.4, the Superintendent or designee shall coordinate the provision of: (Education Code 8238)

1. Opportunities for parents/guardians to work with their children on interactive literacy activities, including activities in which parents/guardians actively participate in facilitating their children's acquisition of prereading skills through guided activities such as shared reading, learning the alphabet, and basic vocabulary development

2. Parenting education for parents/guardians of children in participating classrooms to support their child's development of literacy skills, including, but not limited to, parent education in:

    a. Providing support for the educational growth and success of their children

    b. Improving parent-school communications and parental understanding of school structures and expectations

    c. Becoming active partners with teachers in the education of their children

    d. Improving parental knowledge of local resources for the identification of and services for developmental disabilities, including, but not limited to, contact information for the district special education referral

3. Referrals to providers of adult education and instruction in English as a second language as necessary to improve academic skills of parents/guardians

(cf. 6200 - Adult Education)

4. Staff development for teachers in participating classrooms that includes, but is not limited to:

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

a. Development of a pedagogical knowledge, including, but not limited to, improved instructional and behavioral strategies

b. Knowledge and application of developmentally appropriate assessments of the prereading skills of children in participating classrooms

c. Information on working with families, including the use of on-site coaching, for guided practice in interactive literacy activities

d. Providing targeted interventions for all young children to improve kindergarten readiness upon program completion

(cf. 4131 - Staff Development)

Eligibility

Children eligible for the district's CSPP program include those who will have their third or fourth birthday on or before December 1 of the fiscal year that they are being served. Children who have their third birthday on or after December 2 may be enrolled on or after their third birthday. (Education Code 8208, 8235, 8236)

To be eligible for subsidized services, families shall meet at least one requirement in each of the following areas: (Education Code 8235, 8239, 8263, 8263.1)

1. The family is a current aid recipient, income eligible, homeless, and/or one whose children are recipients of protective services or have been identified as being, or at risk of being, abused, neglected, or exploited.

2. The family needs child care services due to either of the following circumstances:

   a. The child is identified by a legal, medical, or social services agency, the district liaison for homeless students, a Head Start program, or an emergency or transitional shelter as being a recipient of protective services, as being or at risk of being neglected, abused, or exploited, or as being homeless.

(cf. 6173 - Education for Homeless Children)

   b. The parents/guardians are engaged in vocational training leading directly to a recognized trade, paraprofession, or profession; are engaged in an educational program for English language learners or for the attainment of a high school diploma or general educational development certificate; are employed or seeking employment; are seeking permanent housing for family stability; or are incapacitated.

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

If all families meeting at least one of the criteria specified in item #2 have been enrolled, a full-day CSPP program may provide services to families who do not meet any of those criteria, provided the criteria in item #1 are met. (Education Code 8263)

Enrollment Priority

The Superintendent or designee shall consult the county's centralized eligibility list, when available, or shall maintain a district waiting list in accordance with admission priorities. As vacancies occur, applicants shall be contacted in order of their priority. (5 CCR 18106)

First priority for enrollment in a preschool program shall be given to neglected or abused children ages 3-4 who are recipients of child protective services or who, based upon written referral from a legal, medical, or social service agency, are at risk of being neglected, abused, or exploited. If unable to enroll a child in this category, the district shall refer the child's parent/guardian to local resource and referral services so that services for the child can be located. (Education Code 8236, 8236.3; 5 CCR 18131)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)

After all children with first priority are enrolled, the district shall give second priority to eligible children 4 years of age who are not enrolled in a transitional kindergarten (TK) program prior to enrolling eligible children 3 years of age. (Education Code 8236, 8236.3)

If a CSPP program is operating within the attendance boundaries of a school where at least 80 percent of the students are eligible for free or reduced-price meals, third priority for enrollment shall be for families who meet the criteria of Education Code 8263 specified in items #1-2 in the section "Eligibility" above. Any remaining slots may be open to any families not otherwise eligible, provided that the families prove residency within the attendance boundary of the school and priority is given to families with the lowest income. (Education Code 8236.3)

After all otherwise eligible children have been enrolled, the program may provide services to children with disabilities who are ages 3-4 and whose family income is above the income eligibility threshold. (Education Code 8235)

In addition, after enrolling all eligible children, up to 10 percent of the program's enrollment, calculated throughout the entire contract, may be filled with children who exceed the age limitations and children whose family income exceeds the income eligibility threshold by no more than 15 percent. (Education Code 8235; 5 CCR 18133)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

The district may certify eligibility and enrollment up to 120 calendar days prior to the first day of the beginning of the preschool year. After establishing eligibility at the time of initial enrollment, a child shall remain eligible for the remainder of the program year. (Education Code 8237; 5 CCR 18082)

Notice of Action

Upon receiving a parent/guardian's application for services, the Superintendent or designee shall review the application and documentation and shall certify the eligibility of the family or child.

The district's decision to approve or deny a child's enrollment shall be communicated to the family through a written Notice of Action mailed or delivered within 30 days from the date the application is signed by the parent/guardian. (5 CCR 18094, 18095, 18118)

(cf. 5145.6 - Parental Notifications)

Subsequently, the Superintendent or designee shall mail or deliver a Notice of Action to a parent/guardian at least 14 calendar days before any intended change in services, including, but not limited to, an increase or decrease in fees, an increase or decrease in the amount of services, or termination of services, due to any of the following circumstances: (5 CCR 18095, 18119)

1. A determination during recertification or update of the application that the need or eligibility requirements are no longer being met or the fee or amount of service needs to be modified

2. Failure of the parent/guardian to document the family's need or eligibility after the district requested such documentation in writing

3. An indication by the parent/guardian that the parent/guardian no longer wants the service

4. The death of a parent/guardian or child

5. The conclusion of a limited-term agreement, provided that the parent/guardian has been informed in writing of the date that the services would terminate

For each child enrolled in the district's preschool program, the Superintendent or designee shall maintain a family data file including, but not limited to, a completed and signed application for services, documentation of income eligibility, and a copy of all Notices of Action. For each child not receiving subsidized services, the family data file shall also include records of the specific reason(s) for enrolling each child, the child's family income, and evidence that the district has made a diligent search for children eligible for subsidized services. (5 CCR 18130, 18133, 18081, 18084)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)
(cf. 5125 - Student Records)

Combined Preschool/Transitional Kindergarten Classroom

When a child is eligible for both the preschool program and the district's TK program, the district may place the child in a classroom which is commingled with children from both programs as long as the commingled program meets all of the requirements of each program as well as the following requirements: (Education Code 8235, 48000)

1. An early childhood environment rating scale, as specified in 5 CCR 18281, shall be completed for the classroom.

2. All children enrolled for 10 or more hours per week shall be evaluated using the Desired Results Developmental Profile, as specified in 5 CCR 18272.

3. The classroom shall be taught by a teacher who holds a credential issued by the Commission on Teacher Credentialing in accordance with Education Code 44065 and 44256.

4. The classroom shall comply with the adult-child ratio specified in Education Code 8264.8.

5. Contractors of the district shall report the services, revenues, and expenditures for children in the preschool program in accordance with 5 CCR 18068.

6. The classroom shall not include children enrolled in TK for a second year or children enrolled in a regular kindergarten classroom.

(cf. 5111 - Admission)
(cf. 6170.1 - Transitional Kindergarten)

Fees and Charges

Fees for participation in the district's preschool program shall be assessed and collected in accordance with the fee schedule established by the Superintendent of Public Instruction (SPI). (Education Code 8273; 5 CCR 18078)

(cf. 3260 - Fees and Charges)

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

However, no fee shall be charged to an income-eligible family whose child is enrolled in a part-day preschool program or a family that is receiving CalWORKs cash aid. (Education Code 8273.1; 5 CCR 18110)

A family may be exempt from the fees for up to 12 months if the child qualifies for preschool on the basis of being the recipient of child protective services or as being, or at risk of being, abused or neglected. (Education Code 8273.1)

The Superintendent or designee shall establish a process that involves parents/guardians in determining whether to require parents/guardians to provide diapers and/or whether and how much to charge parents/guardians for field trip expenses, within the limit specified in law. A child shall not be denied participation in a field trip due to the parent/guardian's inability or refusal to pay the fee, and no adverse action shall be taken against a parent/guardian for that inability or refusal. (Education Code 8273.3)

Disenrollment Based on Reduced Funding

When necessary due to a reduction in state reimbursements, families shall be disenrolled in the following order: (Education Code 8236, 8263.3)

1. Children 3 years of age whose families have the highest income in relation to family size shall be disenrolled first, followed by children 4 years of age whose families have the highest income in relation to family size.

   At each age level, if two or more families have the same income ranking, the child with disabilities shall be disenrolled last. If there are no families that have a child with disabilities, the child who has received services the longest shall be disenrolled first.

2. Families of children 3 or 4 years of age who are receiving child protective services or who have been documented to be at risk of being neglected or abused, regardless of income, shall be disenrolled last.

Expulsion/Unenrollment Based on Behavior

A district preschool program shall not expel or unenroll a child based on the child's behavior, unless the district first takes the following actions to address the child's behavior: (Education Code 8239.1)

1. Inform the parents/guardians of the child's persistent and serious challenging behaviors and consult with the parents/guardians and teacher in an effort to maintain the child's safe participation in the program

PRESCHOOL/EARLY CHILDHOOD EDUCATION (continued)

2. If the child has an individualized family service plan (IFSP) or individualized education program (IEP), with written parent/guardian consent, contact the agency or district employee responsible for such plan or program to seek consultation in regard to serving the child

(cf. 6159 - Individualized Education Program)

3. If the child does not have an IFSP or IEP, consider if it is appropriate to complete a universal screening of the child, including, but not limited to, screening the child's social and emotional development, referring the parents/guardians to community resources, implementing behavior supports within the program, and considering an IEP for the child

If the district has taken the actions specified in items #1-3 above and the child's continued enrollment would present a serious safety threat to the child or other enrolled children, the district shall refer the parents/guardians to other potentially appropriate placements, the local child care resource and referral agency, or any other referral service available in the local community. Within 180 days of the start of the process, the district may unenroll the child. (Education Code 8239.1)

Children with disabilities may only be suspended or expelled in conformance with the procedures and limitations of the Individuals with Disabilities Education Act.

Parent Hearing

If a parent/guardian disagrees with any district action to deny the child's eligibility for subsidized preschool services, disenroll the child due to a funding shortage, increase or decrease fees, increase or decrease the amount of services, terminate services, or otherwise change the level of services, the parent/guardian may file a request for a hearing with the Superintendent or designee within 14 calendar days of the date the Notice of Action was received. Within 10 calendar days of receiving the request for a hearing, the Superintendent or designee shall notify the parent/guardian of the time and place of the hearing, which, to the extent possible, shall be convenient for the parent/guardian. (5 CCR 18120)

The hearing shall be conducted in accordance with the procedures specified in 5 CCR 18120 by a district administrator who is at a staff level higher in authority than the staff person who made the contested decision. Within 10 calendar days after the hearing, the district administrator shall mail or deliver a written decision to the parent/guardian. If the parent/guardian disagrees with the written decision, the parent/guardian may, within 14 calendar days, appeal the decision to CDE. (5 CCR 18120-18122)

PLEASE NOTE THAT THE DISTRICT HAS SUBSTITUTED OUR OWN VERSION OF THIS POLICY, WHICH IS SPECIFIC TO BUSD, AND ADDED NEW TEXT FROM CSBA AS SHOWN BELOW USING TRACK CHANGES.

Burbank USD

Board Policy

High School Graduation Requirements

BP 6146.1
Instruction

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

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

Course Requirements

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

1. Three courses in English (Education Code 51225.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

2. Two courses in mathematics (Education Code 51225.3)

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

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

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

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

(cf. 6142.93 - Science Instruction)

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

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

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

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

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

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

(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6142.8 - Comprehensive Health Education)

7. One course in Health/Careers

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

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

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

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

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

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

Exemptions from District-Adopted Graduation Requirements

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

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

In addition to credit requirements, students shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Students may take course credit via on-line instruction while enrolled in high school, grades 9-12. Students who want to take online courses not offered by the District, must

receive prior approval from the Superintendent or designee for on-line instruction under the following conditions:

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

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

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

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

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

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

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

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

Retroactive Diplomas

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

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

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

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from

California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

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

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

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

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

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

Honorary Diplomas

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

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

(cf. 6145.6 - International Exchange)

2. A student who is terminally ill

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

Legal Reference:
EDUCATION CODE
47612 Enrollment in charter school

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

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

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

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

The Governing Board desires that every student have the opportunity to earn a high school diploma through successful completion of district graduation requirements. However, when a student is unable to do so, the Board encourages completion of an alternative program that allows the student to obtain an equivalent certificate.

(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6200 - Adult Education)

Eligible persons who pass the California High School Proficiency Examination may obtain a certificate of proficiency from the State Board of Education (SBE). Eligible persons who pass a general educational development test designated by the SBE may obtain a high school equivalency certificate from the testing service.

The Superintendent or designee shall make information available to interested persons regarding the eligibility and examination requirements of each program.

(cf. 6164.2 - Guidance/Counseling Services)

Interested persons shall register for the test directly with the testing service and pay the applicable fee. However, the fee shall be waived for a homeless or foster youth who is under age 25 years, meets all other registration requirements, and submits certification of homeless or foster youth status. (Education Code 48412; 5 CCR 11524-11526, 11533-11534.1)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE
48400-48403 Persons subject to compulsory continuation education
48410 Persons exempt from continuation classes
48412 Certificate of proficiency; examination fees
48413 Enrollment in continuation classes
48414 Reenrollment in district
51420-51427 High school equivalency certificate
52052 Accountability; numerically significant student subgroups
CODE OF REGULATIONS, TITLE 5
11520-11523 Proficiency examination and certificate
11530-11532 High school equivalency certificate

Management Resources:

WEB SITES
California Department of Education, California High School Proficiency Examination: http://www.cde.ca.gov/ta/tg/sp
California Department of Education, High School Equivalency Tests: http://www.cde.ca.gov/ta/tg/gd
California High School Proficiency Examination: https://www.chspe.net
General Educational Development Test: https://ged.com
High School Equivalency Test: https://hiset.ets.org

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

Certificate of Proficiency

The principal of each high school shall distribute to each student in grades 11-12 an announcement explaining the California High School Proficiency Examination (CHSPE). Announcements from the California Department of Education (CDE) or its contractor shall be distributed early enough to enable interested students to register for the test to be given in the fall of that year. (5 CCR 11523)

(cf. 5145.6 - Parental Notifications)

The principal also shall advise students that the certificate of proficiency awarded upon passing the CHSPE, while equivalent to a high school diploma, is not the equivalent of completing all coursework required for high school graduation and therefore students should contact the admissions office of the college or university they are interested in attending to determine if the certificate satisfies college admission requirements.

A student may take the CHSPE if the student meets one of the following conditions: (Education Code 48412)

1. Is age 16 or older

2. Has been enrolled in the 10th grade for one school year or longer

3. Will complete one school year of enrollment in 10th grade at the end of the semester during which the CHSPE will be administered

If a student receives the certificate of proficiency, the district shall indicate the student's accomplishment and the date of the award on the student's official transcript. (5 CCR 11521)

(cf. 5125 - Student Records)

Any student who has received the certificate of proficiency may be exempted from compulsory school attendance upon the student's request, with verified parent/guardian consent as appropriate. For this purpose, the Superintendent or designee shall provide a consent form which contains at least the following information: (Education Code 48410; 5 CCR 11522)

1. A general explanation of the student's rights of exemption from compulsory attendance and of re-enrollment in the public high schools

2. The date of issuance of the certificate of proficiency

3. The signature of the parent/guardian and the date

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (continued)

4. The signature of the school administrator who has personally confirmed the authenticity of the parent/guardian's signature and the date

(cf. 5112.1 - Exemptions from Attendance)

If a student age 16 or 17 terminates enrollment after receiving the high school proficiency certificate, the student may re-enroll in the district. If the student subsequently terminates enrollment again, the student may be denied re-enrollment until the beginning of the following semester. (Education Code 48414)

(cf. 6184 - Continuation Education)

High School Equivalency Certificate

An eligible person may earn a high school equivalency certificate by passing a general educational development test designated by the State Board of Education pursuant to Education Code 51420, including the General Educational Development (GED) test or the High School Equivalency Test (HiSET).

Any person is eligible to take a test leading to a high school equivalency certificate if the person is a resident of California or a member of the armed forces assigned to duty in California and meets any one of the following criteria: (Education Code 51420; 5 CCR 11532)

1. Is 18 years of age or older, or is within 60 days of the person's 18th birthday, regardless of enrollment status

2. Is not currently enrolled in school and is within 60 days of when the person would have graduated from high school had the person remained in school and followed the usual course of study

3. Is 17 years of age, has been out of school for at least 60 consecutive days, and provides a letter of request for the test from the military, a postsecondary educational institution, or a prospective employer

4. Is 17 years of age, has accumulated fewer than 100 units of high school credit, is confined to a state or county hospital or to an institution maintained by a state or county correctional facility, and meets other criteria listed in 5 CCR 11532

5. Is 17 years of age, has accumulated fewer than 100 units of high school credit prior to enrollment in an academic program offered by a dropout recovery high school as defined in Education Code 52052, and has successfully completed the dropout recovery high school's instructional program which is aligned to state standards, offers the opportunity for a high school diploma, and provides services for at least one year

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY

NOTICE AND CONSENT TO DISCONTINUE SCHOOL ATTENDANCE FOR STUDENTS WITH A CERTIFICATE OF PROFICIENCY

Notice of Student Rights: Students who pass the California High School Proficiency Examination (CHSPE) and receive a Certificate of Proficiency issued by the State Board of Education may continue to attend school, but upon request will be exempted from compulsory school attendance pursuant to Education Code 48410. If the student is under 18 years of age, the student's parent/guardian must also provide approval in order for the student to discontinue school attendance.

If the student leaves school after receiving a Certificate of Proficiency and is under 18 years of age, the student may later decide to re-enroll in the district with no adverse consequences. In this case, the student may be required to meet new or additional requirements established since the student was previously enrolled. If the student re-enrolls and then leaves school again, the student may be denied re-admittance until the beginning of the following semester.

For further information about leaving school after obtaining the Certificate of Proficiency, contact the principal or school guidance counselor.

Student's name: _____

School: _____

Date on which the Certificate of Proficiency was issued: _____

To be completed by student: I understand the rights granted to students who are awarded the Certificate of Proficiency to disenroll from school, and to re-enroll if desired before the age of 18. I hereby notify the school district of my intent to disenroll from school.

Student's signature: _____ Date: _____

To be completed by parent/guardian: I hereby grant consent for my minor child to disenroll from school.

Parent/guardian's name (please print): _____

Signature: _____ Date: _____

To be completed by school administrator: I hereby verify the parent/guardian's signature and date recorded above.

CERTIFICATE OF PROFICIENCY/HIGH SCHOOL EQUIVALENCY (continued)

Name of school administrator (please print): _____

Position: _____

Signature: _____ Date: _____

TRANSITIONAL KINDERGARTEN

The Governing Board desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist students in developing the academic, social, and emotional skills needed to succeed in kindergarten and beyond.

The district's TK program shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in the development, implementation, and evaluation of the district's TK program.

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

Eligibility

The district's TK program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 48000)

Parents/guardians of eligible children shall be notified of the availability of the TK program and of the age, residency, immunization, and any other enrollment requirements. Enrollment in the TK program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

On a case-by-case basis, a child whose fifth birthday is on or before September 1 may be admitted into the district's TK program upon request of a child's parents/guardians, if the Superintendent or designee determines that it is in the child's best interest.

At any time during the school year, the district may admit into the TK program a child whose fifth birthday is after December 2 of that same school year, provided that the Superintendent or designee recommends that enrollment in a TK program is in the child's best interest and the child's parents/guardians approve. Prior to such enrollment, the child's parents/guardians shall be provided information regarding the advantages and disadvantages and any other explanatory information about the effect of early admittance. (Education Code 48000)

TRANSITIONAL KINDERGARTEN (continued)

Curriculum and Instruction

The district's TK program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The program shall be aligned with the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education (CDE). It shall be designed to facilitate students' development in essential knowledge and skills related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social science, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Learners)

The Board shall establish the length of the school day in the district's TK program, which shall be at least three hours but no more than four hours long. If the district has adopted an extended-day kindergarten, the length of the school day for the TK program may be different than the length of the school day for the kindergarten program either at the same or different school sites. The Superintendent or designee shall annually report to CDE as to whether the district's TK programs are offered full day, part day, or both. (Education Code 8973, 37202, 46111, 46115, 46117, 48003)

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

TK students may be commingled in the same classroom with four-year-old students from a California State Preschool Program as long as all of the requirements of each program are met and the classroom does not include students enrolled in TK for a second year or students enrolled in a regular kindergarten. (Education Code 8235, 48000)

(cf. 5148.3 - Preschool/Early Childhood Education)

Staffing

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

TRANSITIONAL KINDERGARTEN (continued)

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2021, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that TK teachers are knowledgeable about the standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Assessment

The Superintendent or designee may develop or identify appropriate formal and/or informal assessments of TK students' development and progress. The Superintendent or designee shall monitor and regularly report to the Board regarding program implementation, the progress of students in meeting related academic standards, and student preparedness for future education.

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)

Legal Reference: (see next page)

TRANSITIONAL KINDERGARTEN (continued)

Legal Reference:

EDUCATION CODE
8235 California State Preschool Program
8970-8974 Early primary programs; extended-day kindergarten
37202 School calendar; equivalency of instructional minutes
44258.9 Assignment monitoring by county superintendent of schools
46111 Kindergarten, hours of attendance
46114-46119 Minimum school day, kindergarten
46300 Computation of ADA, inclusion of kindergarten and transitional kindergarten
48000 Age of admission, kindergarten and transitional kindergarten
48002 Evidence of minimum age required to enter kindergarten or first grade
48003 Kindergarten annual report
48200 Compulsory education, starting at age six

Management Resources:

CSBA PUBLICATIONS
What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Transitional Kindergarten FAQs
Desired Results Developmental Profile, 2015
Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013
California Preschool Curriculum Framework, Vol. 3, 2013
California Preschool Learning Foundations, Vol. 3, 2012
California Preschool Curriculum Framework, Vol. 2, 2011
California Preschool Learning Foundations, Vol. 2, 2010
California Preschool Curriculum Framework, Vol. 1, 2010
California Preschool Learning Foundations, Vol. 1, 2008
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
California Kindergarten Association: http://www.ckanet.org
Commission on Teacher Credentialing: http://www.ctc.ca.gov
Transitional Kindergarten California: https://tkcalifornia.org

BOARD MEMBER ELECTRONIC COMMUNICATIONS

The Governing Board recognizes that electronic communication is an efficient and convenient way for Board members to communicate and expedite the exchange of information within the district and with members of the public. Board members shall exercise caution so as to ensure that electronic communications are not used as a means for the Board to deliberate outside of an agendized Board meeting, circumvent the public's right to access records regarding district business, or restrict access to a public forum.

(cf. 1100 - Communication with the Public)
(cf. 9000 - Role of the Board)
(cf. 9322 - Agenda/Meeting Materials)

A majority of the Board shall not, outside of an authorized meeting, use a series of electronic communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

(cf. 9320 - Meetings and Notices)

Examples of permissible electronic communications concerning district business include, but are not limited to, dissemination of Board meeting agendas and agenda packets, reports of activities from the Superintendent, and reminders regarding meeting times, dates, and places.

Board members may engage in separate conversations or communications with members of the public on a social media platform to answer questions, provide information, or solicit information regarding a matter that is within the subject matter jurisdiction of the Board, as long as a majority of the Board does not use the platform to discuss among themselves any business of a specific nature that is within the subject matter jurisdiction of the Board. A Board member is prohibited from responding directly to any communication from other Board members regarding matters that are within the subject matter jurisdiction of the Board or using digital icons (e.g., "likes" or emojis) to express reactions to communications made by other Board members. (Government Code 54952.2)

Whenever a Board member uses a social media platform to communicate with the public about district business or Board activities, the Board member shall not block access to a member of the public based on the viewpoint expressed by that individual.

Board members may use electronic communications to discuss matters that do not pertain to district business, regardless of the number of Board members participating in the discussion.

Board members shall make every effort to ensure that their electronic communications conform to the same standards and protocols established for other forms of communication. A Board member may respond, as appropriate, to an electronic communication received from a member of the community and should make clear that the response does not necessarily reflect the views of the Board as a whole. Any complaint or request for information should

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

be forwarded to the Superintendent in accordance with Board bylaws and protocols so that the issue may receive proper consideration and be handled through the appropriate district process. As appropriate, communication received from the media shall be forwarded to the designated district spokesperson.

(cf. 1112 - Media Relations)
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 9005 - Governance Standards)
(cf. 9121 - President)
(cf. 9200 - Limits of Board Member Authority)

To the extent possible, electronic communications regarding any district-related business shall be transmitted through a district-provided device or account. When any such communication is transmitted through a Board member's personal device or account, the Board member shall copy the communication to a district electronic storage device for easy retrieval.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE
35140 Time and place of meetings
35145 Public meetings
35145.5 Agenda; public participation; regulations
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
6250-6270 California Public Records Act
11135 State programs and activities, discrimination
54950-54963 The Ralph M. Brown Act, especially:
54952.2 Meeting, defined
54953 Meetings to be open and public; attendance
54954.2 Agenda posting requirements, board actions
COURT DECISIONS
Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)
Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)
City of San Jose v. Superior Court (2017) 2 Cal.5th 608

Management Resources: (see next page)

BOARD MEMBER ELECTRONIC COMMUNICATIONS (continued)

Management Resources:

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003
WEB SITES
CSBA: http://www.csba.org
CSBA, GAMUT Meetings: https://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy
California Attorney General's Office: https://oag.ca.gov

MEETINGS AND NOTICES

Meetings of the Governing Board are conducted for the purpose of accomplishing district business. In accordance with state open meeting laws (Brown Act), the Board shall hold its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and the Board's bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location, to hear, discuss, deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through intermediaries, including social media and other electronic communications, to discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as that employee or district official does not communicate the comments or position of any Board members to other Board members. (Government Code 54952.2)

(cf. 9012 - Board Member Electronic Communications)

In order to help ensure the participation of individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. (Government Code 54953.2, 54954.1, 54954.2)

Regular Meetings

The Board shall hold __two____ regular meeting(s) each month. Regular meetings shall be held at ___6:00 p.m. (Closed Session) and 7:00 p.m. (Open Session)__on the __first and third Thursdays__ at _Burbank City Hall (unless noted otherwise)._____.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public and on the district's Internet web site. (Government Code 54954.2)

(cf. 1113 - District and School Web Sites)

MEETINGS AND NOTICES (continued)

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose. (Government Code 54957.5)

(cf. 1340 - Access to District Records)

Special Meetings

Special meetings of the Board may be called at any time by the presiding officer or a majority of the Board members. However, a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, assistant superintendent, or other management employee as described in Government Code 3511.1. (Government Code 54956)

(cf. 2121 - Superintendent's Contract)

Written notice of special meetings shall be delivered personally or by any other means to all Board members and the local media who have requested such notice in writing. The notice also shall be posted on the district's Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and location of the meeting and the business to be transacted or discussed. No other business shall be considered at this meeting. (Education Code 35144; Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during the item's consideration. (Government Code 54954.3)

Emergency Meetings

In the case of an *emergency situation* for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government Code 54956.5)

MEETINGS AND NOTICES (continued)

An *emergency situation* means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health and/or safety as determined by a majority of the members of the Board

(cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting may endanger the public health and/or safety as determined by a majority of the members of the Board

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board president or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notice of special meetings. All telephone numbers provided by the media in the most recent request for notification must be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those media representatives of the meeting and shall describe the purpose of the meeting and any action taken by the Board. In the case of a dire emergency, the Board president or designee shall give such notice at or near the time notification is given to the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings

The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

Within 24 hours after the time of adjournment, a copy of the order or notice of adjournment/continuance shall be conspicuously posted on or near the door of the place where the meeting was held. (Government Code 54955)

MEETINGS AND NOTICES (continued)

Study Sessions, Retreats, Public Forums, and Discussion Meetings

The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 - Concepts and Roles)
(cf. 2111 - Superintendent Governance Standards)
(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9400 - Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Other Gatherings

Attendance by a majority of Board members at any of the following events is not subject to the Brown Act provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school board members

2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern

3. An open and noticed meeting of another body of the district

4. An open and noticed meeting of a legislative body of another local agency

5. A purely social or ceremonial occasion

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers

(cf. 9130 - Board Committees)

MEETINGS AND NOTICES (continued)

Individual contacts or conversations between a Board member and any other person are not subject to the Brown Act. (Government Code 54952.2)

Location of Meetings

Meetings shall not be held in a facility that prohibits the admittance of any person on the basis of ancestry or any characteristic listed in Government Code 11135. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

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

Meetings shall be held within district boundaries, except to do any of the following: (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party

2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property

3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies' boundaries, with all participating agencies giving the notice required by law

4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district

5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction

6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility

7. Visit the office of the district's legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs

8. Attend conferences on nonadversarial collective bargaining techniques

MEETINGS AND NOTICES (continued)

9. Interview residents of another district regarding the Board's potential employment of an applicant for Superintendent of the district

10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

If a fire, flood, earthquake, or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a location designated by the Board president or designee, who shall so inform all news media who have requested notice of special meetings by the most rapid available means of communication. (Government Code 54954)

Teleconferencing

A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government Code 54953)

Agendas shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations, and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

Legal Reference: (see next page)

MEETINGS AND NOTICES (continued)

Legal Reference:
EDUCATION CODE
35140 Time and place of meetings
35143 Annual organizational meeting, date, and notice
35144 Special meeting
35145 Public meetings
35145.5 Agenda; public participation; regulations
35146 Closed sessions in connection with a student
35147 Open meeting law exceptions and applications
GOVERNMENT CODE
3511.1 Local agency executives
11135 State programs and activities; prohibition of discrimination
54950-54963 The Ralph M. Brown Act, especially:
54953 Meetings to be open and public; attendance
54954 Time and place of regular meetings
54954.2 Agenda posting requirements, board actions
54956 Special meetings; call; notice
54956.5 Emergency meetings
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.160 Effective communications for individuals with disabilities
36.303 Auxiliary aids and services for individuals with disabilities
COURT DECISIONS
Garnier v. Poway Unified School District, No. 17-cv-2215-W (JLB), 2019 WL 4736208 (S.D. Cal. September 26, 2019)
Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)
Wolfe v. City of Fremont, (2006) 144 Cal.App. 4th 54433
ATTORNEY GENERAL OPINIONS
88 Ops.Cal.Atty.Gen. 218 (2005)
84 Ops.Cal.Atty.Gen. 181 (2001)
84 Ops.Cal.Atty.Gen. 30 (2001)
79 Ops.Cal.Atty.Gen. 69 (1996)
78 Ops.Cal.Atty.Gen. 327 (1995)

Management Resources:
CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2019
INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
The ABCs of Open Government Laws
LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
Open and Public IV: A Guide to the Ralph M. Brown Act, 2nd Ed., 2010
WEB SITES
CSBA: http://www.csba.org
CSBA, GAMUT Meetings:
https://www.csba.org/ProductsAndServices/AllServices/GamutMeetingsPolicy
California Attorney General's Office: https://oag.ca.gov/home
Institute for Local Government: http://www.ca-ilg.org
League of California Cities: http://www.cacities.org

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	May 20, 2021
SUBJECT:	Acceptance of Gifts

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

a. The Burbank High School Softball Boosters wish to donate to the District $2,700 to be used to pay coaching stipends to Daisy Beltran ($1,300), Krystin Green ($500), Andasha Moore-Pryor ($500), and Peter Davis ($400).

b. The Blackbaud Giving Fund (YourCause) wishes to donate to the District $384.62 to be used as needed at William McKinley Elementary School.

c. CAF America (Charities Aid Foundation of America) wishes to donate to the District $182 to be used to purchase materials and supplies at Thomas Edison Elementary School.

d. Michael Birnbaum and Alicia Wollerton wish to donate to the District $474.60 to be used as needed at Providencia Elementary School.

e. The Joaquin Miller Elementary PTA wishes to donate to the District $250 to be used to pay a music center consultant to assist with assemblies at Miller Elementary School.

f. Disney Worldwide Services, Inc., wishes to donate to the District $5,000 to be used to pay for the Reading Together program at Walt Disney Elementary School.

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Amended Final Settlement Agreement (Special Education)

Background:

The Board of Education is being asked to amend the Final Settlement Agreement for the Special Education Student 960014638 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 960014638 concerning services and/or school placement, a formal amended settlement agreement was offered on April 27, 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. This current amendment amends the July 29, 2020 settlement due to Covid restrictions preventing implementation.

Fiscal Impact:

No fiscal impact to the District.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend Final Settlement Agreement for Special Education Student 960014638, no fiscal impact to the District (01.0-65000.0-50010-36000-5813-7440000), effective April 27, 2021 through May 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original Settlement Agreement was approved on August 20, 2020 at no cost to the District. Due to COVID-19 and school closures, Student was unable to access the agreed additional services. This amendment extends the date to access services from May 30, 2021 to May 30, 2022.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 6, 2021

Virtual (Online) Meeting
Burbank, California

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

STUDENT MEMBERS PRESENT:
Carmen Blanchard, Burbank High School
Nadaly Jones, John Burroughs High School
Caleb Lopez, Monterey High School

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 6:05 p.m. by President Frintner

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications – All public comments were heard during item 10a.

2.b Staff Responses

2.c Board Members' Comments and Responses

The Board adjourned to Closed Session at 6:05 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 960033193 and 960029991

Confidential Exhibit (OF 28, 710)

4. RECONVENE IN PUBLIC SESSION/PLEDGE OF ALLEGIANCE

The Board reconvened in Public Session at 7:00 p.m. Board Clerk Steve Ferguson, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Frintner reported that items 3a through 3e, were for discussion, with no action taken. He then announced the passing of long-time teacher Merle Stone and expressed his condolences to his family and friends and noted that the meeting will adjourn in his memory.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

There were no items requested for future meetings.

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of the 2020-2021 Student Board Members

Steve Frintner, President, Board of Education, recognized the 2020-2021 Student Board Members: Carmen Blanchard, Burbank High School; Nadaly Jones, John Burroughs High School; and Caleb Lopez, Monterey High School.

President Frintner announced that each Student Board Member would receive a Recognition Plaque and their names will be added to the History Plaque at the District Office.

All Board Members thanked and congratulated the Student Board Members for their leadership and service during this challenging time, for rising to the challenge, for their dedication, for their accomplishments, for engaging in difficult discussions, for trying to reach all students to improve communication and to connect with students, for serving in District Committees, for their energy to try to increase morale, and for doing amazing work and noted that Board Members would like to meet the students in-person once restrictions are lifted and wished them the best of luck in their future endeavors.

8.b Recognition of Luther Burbank Middle School as a California Distinguished School

John Paramo, Assistant Superintendent, Educational Services, facilitated the recognition and introduced Oscar Macias, Principal, Luther Burbank Middle School, who reported on Luther Burbank Middle School California Distinguished School selection process.

John Paramo congratulated Principal Oscar Macias and staff for the recent California Distinguished School designation and for the outstanding achievement. He then introduced Dr. Macias, who reported on

the selection process this year. In 2021 California recognized outstanding education programs and practices in middle and high schools using a multiple measures accountability system to identify eligible schools based on their performance and progress on the state indicators as specified on the California Dashboard. Distinguished Schools represent examples of not just excellent teaching, learning, and collaboration, but also highly successful, data-driven school efforts ranging from professional development to positive behavior intervention. He also reported that Dolores Huerta Middle School, Luther Burbank Middle School, John Burroughs High School, and Burbank High School also received the California Exemplary Arts School award.

All Board Members expressed their excitement and congratulated the entire Yellow Jacket community and thanked students, parents, and the administration for creating an outstanding and balanced environment, but especially Dr. Macias for his leadership.

8.c Presentation on Burbank Arts and Education Foundation Spring 2021 Grant Cycle

Sharon Cuseo, Assistant Superintendent, Instructional Services, introduced Bob Mohler and Ana Connell, Co-Chairs, Burbank Arts and Education Foundation, who reported on the outcomes of the April, 2021, Burbank Arts and Education Foundation spring grant cycle.

Ana Connell reported on the outcome of the first Burbank Art and Education Foundation spring grant cycle and thanked the Board for their support and the community for their generosity. She announced full funding for all submitted applications with investments made in mathematics, music, literacy, and art for thousands of students in grades Transitional Kindergarten through 12. In alignment with the District, the Foundation has made diversity, equity, and inclusion a part of its core mission. The grants included investments in second grade guided reading book sets, math lessons for third grade, basic art supplies and materials in TK classrooms and other supplies to better represent Burbank families, Dolores Huerta Middle School received funding for an artist created mural in their Library Learning Garden of a young Dolores Huerta reading a book and the Burbank High School instrumental music program received funding to provide instrument specific music instruction to students by professional musicians. On behalf of the Nelson Family, the Foundation announced the recipient of the 2021 Burbank High School (BHS) In addition, the David Nelson Memorial Scholarship was awarded to Liana Mirzakhani, along with the 2020 recipient, Rebecca Audette. This award is given each year to a BHS student who has demonstrated outstanding effort in academics and community service. The 2021 John Burroughs High School Career Technical Education recipients of the Robert Handloser Scholarships, included Technology students Bryce Kennedy and Harper Fortsmith; Culinary Arts Science students Elizabeth Fraser and Aida Muradyan; and Engineering students Evan Rife and Skyler Bates. The deadline for the fall grant cycle is September 17, 2021 and encourage everyone to visit the Foundation's website to donate.

President Frintner thanked Ana Connell for the report and the Foundation for the continued support for District schools and encouraged donations.

Member Weisberg asked if previous recipients were listed on the Foundation's website. Ms. Connell noted that the plan was to publish this information on the website.

Clerk Ferguson expressed his excitement for the merging of the two foundations, for delivering, and to be able to fund the grants and thanked the Foundation for their dedication to students.
Member Aghakhanian congratulated the Foundation and the volunteers for their creativeness, as he looked forward to seeing the Foundation grow.

Vice President Tabet thanked Ana Connell and Bob Mohler for stepping up as co-chairs and noted that they have done an amazing job and she is also looking forward to the next cycles and for any upcoming scheduled events.

9. REPORTS FROM THE BOARD

9.a Student Representatives

Carmen Blanchard, BHS; Nadaly Jones, JBHS; and Caleb Lopez, MHS; reported on activities at their respective schools.

Student Board Members thanked the Board for the recognition and for their support throughout the year.

Member Ferguson thanked the students for their leadership and asked that as events are publicized, safety guidelines are also published at all school websites and other media outlets and requested a graduation report regarding protocols. He also asked that alternative COVID testing for students is provided to be able to include all students.

Member Aghakhanian congratulated the Student Board Members and asked that their picture be added to the Board page on the District's website. Clerk Ferguson will work with Member Aghakhanian.

Member Weisberg thanked the Student Board Members and noted that small acts have an enormous impact and should be commended for. She looks forward to their reports to hear what is taking place at the three campuses and is looking forward to future representatives to build on their legacy and she was grateful for leadership.

President Frintner thanked them for planning the upcoming student events and for making sure that it is done properly by following proper guidelines for their fellow students.

10. REQUESTS TO ADDRESS THE BOARD

10.a Public Communications

Nicole Martin, Parent, was allowed to join the meeting through a Zoom Format. She commented on Disney's construction and expressed her concerns regarding the lack of communication with parents, the completion date from March to August, inappropriate comments made regarding the completion date, the security camera, the plan to use City facilities during construction, and the constant reminder of the inequity to the Disney community.

Rosemary Morrison, Parent and DEI Member, was allowed to join the meeting via a Zoom format. She thanked all the participants for attending the recent BUSD Diversity, Equity & Inclusion Committee panel discussion composed of parents, teachers, District personnel and students to discuss the transformative DEI journey our school community is undergoing and what it means for our school family. She then expressed her frustration regarding comments made by the Board and staff regarding the construction delay for Disney Elementary School. She asked that the refund from Silver Creek remains at school and to allow school staff to participate in the decision-making process. She cares about her school and wants the Board and staff to respect the process.

Sarah Schwartz, teacher, and BTA representative, was allowed to join the meeting via a Zoom format. She reported on the upcoming Reading Walk event, BTA has selected 11 books rich in beautiful illustrations to follow the story as visitors walk through the school. In addition, the books will be rotated to other schools at each school. The Community Read-In planning for next year is currently taking place and encourage participation in the Reading Walks.

Louis Ayala, CSEA President, was allowed to join the meeting via a Zoom format. He thanked CSEA employees, teachers, and the District's school lunch heroes for serving nutritious lunches during the pandemic. On Behalf of CSEA he thanked all classified employees for their work and dedication, as well as administrators and the Board. He expressed excitement to finally see kids receive a diploma and congratulated the class of 2021.

10.b Staff Responses

Superintendent Hill thanked parents Nicole Martin and Rosemary Morrison for their comments and apologized for the comments made during a recent SFOC meeting regarding the completion timeline for the Disney Elementary School modernization project and agreed that it was insensitive on his part and offered his sincere apologies. He will follow up with Debbie Kukta and Larry Cross to ensure that weekly

communications are available, as well as the camera to monitor the construction, and work with the City to develop a facilities partnership. The $25,000 donation from Silver Creek will remain at Disney and communication will take place with Principal Hwang. He also thanked Ms. Morrison for coordinating the DEI Panel discussion event and teacher Sarah Schwartz for sharing information about the upcoming Reading Walk event, as he was looking forward to next years' Community Read-In event currently being planned by Diana Abasta. He then thanked Louis Ayala for recognizing School Lunch Hero Day, Classified Week, and for his leadership and partnership during the negotiations process to ensure that safety is the number one priority.

10.c Board Members' Comments and Responses

Member Aghakhanian attended the recent DEI Discussion panel event and thanked the organizers for the event and Louis Ayala for his leadership and all classified staff for their dedication to students. He heard the comments regarding the Disney project and asked that staff continue to share current and up-to-date information. He thanked Sarah Schwartz and Diana Abasta for coordinating the Reading Walk event and for encouraging reading literacy. He met with JBHS Armenian Club and thanked Member Weisberg and President Frintner for attending the recent Congressman Schiff event and noted that he is excitement about the upcoming virtual multicultural event at JBHS.

Member Weisberg thanked all the speakers especially Nicole Martin and Rosemary Morrison and noted that as new member she understood why the comments were hurtful and said that the intent is not to diminish the process and that she and the Board are hopeful for a successful completion process and encouraged them to contact the Board to answer any questions they may have. She also thanked Sarah Schwartz for coordinating the Reading Walk event as she would love to participate and to Louis Ayala for representing classified staff, as she looked forward to continuing communication with the union. She then echoed Member Aghakhanian's comments regarding the recent DEI Panel discussion. She was honored to have narrated the event, which was inspiring and thoughtful and thanked the panel for sharing their own experiences and for noting that mistakes have been made in the past and their willingness to continue the DEI conversation regarding gender and Special Education. She then thanked Stacy Cashman and the JBHS and BHS ASBs for the invitation to the recent SRO meeting and encouraged participation at the upcoming multicultural event at JBHS and congratulated the recipients of the Exemplary Arts Education CDE recognition: Dolores Huerta MS, Luther Burbank MS, BHS, and JBHS and commented on teacher and classified appreciation week and noted that all employees were appreciated and celebrated.

Member Ferguson thanked parents Nicole Martin and Rosemary Morrison for their comments and noted that the comments regarding the construction completion were inappropriate and the intention was not to minimize the experience and sincerely apologized to Disney community and noted the construction is a priority to him. He agreed with Louis Ayala on the importance of recognizing all employees, as it has been a challenging year trying to figure out things to make it work. He encouraged families and staff to rest and enjoy this summer to allow for a successful reopening in August. The last three weeks are also challenging as students are trying to make the grades and asked that staff continue to work with students to get them through the finish line.

Vice President Tabet thanked Nicole Martin and Rosemary Morrison and noted that from prior personal experiences construction is never completed on time. The discussion of possibly completing the project in March instead of August was new, which created excitement. She suggested that Ms. Martin and Ms. Morrison continue to communicate with Larry Cross to answer questions regarding shade structures and asked that Mr. Cross continue to provide timely information to the community. She then congratulated Board Members Aghakhanian and Weisberg for their participation in the recent DEI Panel discussion and Ms. Morrison for coordinating the event, as she was looking forward to participating in the future. She also thanked Diana Abasta and Sarah Schwartz for announcing the upcoming Reading Walk event and for planning the next Community Read-In. She also thanked Louis Ayala for his comments and all employees, as all employees are important. She was looking forward to the end of the year activities.

President Frintner also thanked Ms. Martin and Ms. Morrison for their comments and noted that the Board intent was not to diminish the process during the comment. He also noted that the donation from Silver Creek will remain at Disney. He also thanked Ms. Morrison for organizing the DEI panel, which was a great presentation and the entire process was fantastic. He suggested that future events are recorded. He thanked Louis Ayala for recognizing District employees and for the partnership and

leadership to represent all classified employees. He also thanked Ms. Schwartz and Diana Abasta for organizing the Reading Walk event and reported that he attended the recent event organized by Congressman Schiff recognizing the Genocide by President Joe Biden, as well as community leaders and members of the Armenian National Committee of America (ANCA).

11. REPORTS TO THE BOARD

11.a Superintendent's Comments

Superintend Hill introduced BHS Principal Thom Crowther, who introduced Robin Hatch as the new Assistant Principal of Student Discipline Attendance and Welfare and provided her background and qualifications, as well as Narineh Barzegar who will transition to Guidance and Counseling as her new role. Robin Hatch thanked the Board and staff for the opportunity to serve at Burbank High School.

Tami Schiern introduced Adriana Latrovalis as the new Special Education Coordinator and provided her background and qualifications. Adriana Latrovalis expressed her excitement about her new role and thanked the Board for the opportunity.

Superintendent Hill congratulated both Ms. Hach and Ms. Latrovalis and welcomed them into their new roles. He then continued his comments and agreed that it has been a challenging year with three weeks left of instruction and asked that all employees continue to work together to assist students at all sites to get them through the finish line. He then highlighted a few successes, such as, creativeness, resilience, innovation, and empathy which need to be celebrated by recognizing all employee groups on a regular basis. The other successes include the recent Distinguished School and California Exemplary Arts School recognitions, students thriving now, summer, and into the fall. He was excited for in-person instruction in fall 2021.

11.b Report on Distance Learning

Matt Hill, Superintendent, reported on the progress of distance learning.

Distance Learning Update (OF 28,711)

Superintendent Hill reported that this is the last monthly report for the year. He then used a PowerPoint to report on the current average number of meals distributed per week, the number of Chromebooks and hotspots distributed as of March 1, 2021, Distance Learning Average Attendance, and the current Hybrid and Distance Learning Enrollment.

He also reported that the District is considering moving into being a one-on-one device District in the fall of 2021, which will allow a student in grades 6 through 12 to check out a Chromebook for use at home and school for the school year. Backup devices will be designated in case that Chromebooks need to be replaced. In grades 4 through 5, students will be able to check out a Chromebook using a card during the day in each classroom. Students in grades K through 3 will share the devices during school hours. Families will be able to check devices as needed to assist students with homework or school projects. This is a significant step forward, which was successfully done during COVID and the goal is to continue to offer the devices to all students to continue the better normal.

Member Weisberg asked if students with unreliable internet access would be able to keep the Hotspot. Superintendent Hill noted that stimulus funding can assist with purchasing additional hotpots and that staff will continue to monitor the usage report to be able to assist all students in need. He then thanked all teachers, staff, and Student Services for their continued support throughout the year by following with students and parents in an effort to support everyone in need.

Member Ferguson thanked Student Services, Intervention Specialist, Counselors, for trying to engage with students to provide support. He then reflected on former Board Member Applebaum's goal to

provide one-on-one devices for every student and expressed his excitement to be able to build and innovate during such a difficult year and to be knows as a one-on-one District. He thanked Superintendent Hill and Technology, as he was looking forward to the roll out.

Vice President Tabet asked if the Stimulus funding can be used to temporarily hire additional technology staff. Superintendent Hill noted that a frozen technology position was reinstated with COVID funding as well as overtime. Exercising caution with COVID funding will eliminate the need to layoff staff when the funding runs out. By fall 2021 the District will implement the one-on-one device program. Technology has done an amazing job this year with a lean team and he will continue to monitor and look at what needs to be done to support technology staff, as we close the one-on-one gap device in Burbank.

Superintendent Hill thanked the community for funding Measure S, as most of the technology projects are near completion to ensure that the District does not experience a divide and continue the sustainable conversation.

Board Members suggested partnering with the City Council and the Public Libraries to allow students to learn throughout the City.

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

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

DEI Update 050621.pdf (OF 28,712)

Superintendent Hill used a PowerPoint to report on The Employee Resource Group (ERG) which continues to work on common DEI definitions for Burbank Unified and review potential professional development opportunities for employees. The Engagement Group hosted a DEI panel, continues to reach out to PTA DEI committees to collect best practices, update the DEI website, and Nominate Diversity Champions. The Instruction update included working on the draft policy for the selection criteria for instructional materials - BP 6141 and AR 6141 were sent to stakeholders, reviewing feedback on the draft selection criteria for instructional materials, and the draft to be presented to the Board on 5/20. The Policy subcommittee reviewed Administrative Regulations for Instructional Materials.

11.d 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_5.6.2021.pdf (OF 28,713)

Debbie Kukta used a PowerPoint to report on current Facilities and Technology projects, by location, project, contractor, and the cost.

12. PUBLIC HEARING - The Public Hearing opened at 9:17 p.m. There were no public comments.

12.a Public Hearing of the District's Initial Proposal for the 2021-2024 Successor to the Current Collective Bargaining Agreement with the California School Employees Association (CSEA), Chapter 674

The Board of Education held a public hearing to allow public comment regarding the 2021-2024 Initial Bargaining proposal to the California School Employees Association, Chapter 674, as presented.

CSEA Public Hearing.pdf (OF 28,714)

The Public Hearing closed at 9:18 p.m.

President Frintner moved to item 13a

13. NEW AND/OR UNFINISHED BUSINESS

13.a Acceptance of the California School Employees Association (CSEA), Burbank Chapter 674, Initial Proposal for Bargaining a 2021- 2024 Successor to the Current Agreement with the Burbank Unified School District

That the Board of Education, accept the CSEA, Burbank Chapter 674, Initial Proposal for Bargaining a 2021 – 2024 Successor to the Agreement with the Burbank Unified School District, as presented.

CSEA Initial Proposal 21-24.pdf- (OF 28,715)

Sarah Niemann reported that the Initial CSEA Proposal was part of the negotiations process every three years, the proposal includes 12 articles; however, the District reserves the right to amend, modify, or add to the proposal during the negotiations process. Negotiations have been delayed due to the current social-distancing conditions. She looked forward to a collaborative process moving forward.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.b Adoption of Resolution 40 Proclaiming May 7, 2021 as School Hero Day

That the Board of Education adopt Resolution 40 Proclaiming May 7, 2021, as School Hero Day, as presented.

Resolution -Lunch Hero Day.pdf (OF 28,716)

The School Lunch Hero Day is a national celebration that has been recognized annually since 2012. This day provides an opportunity for schools and community members to show their appreciation and thank the school Food Service nutrition professionals. Approximately 70 classified Food Service employees work at District schools and today, more than ever, these professionals embody the essence of the word "hero." The District honors its outstanding Food Service employees. By the Board adopting this resolution shows their appreciation for the positive impact that the District's Food Service Employees have on students and the entire community.

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.c Adoption of Resolution 41 Proclaiming the Week of May 16, 2021 through May 22, 2021 as Classified Employee Week

That the Board of Education adopt Resolution 41 proclaiming the week of May 16, 2021 through May 22, 2021 as Classified Employee Week, as presented.

Resolution- CSEAWeek.pdf (OF 28,717)

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 with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.d Approval of Designation of High School Representatives

That the Board of Education approve the designation of principals, Thomas Crowther and Deborah Madrigal as the representatives of Burbank High School and John Burroughs High School; and assistant principals Brian James and Steven Hubbell, serving as the designated alternative representative from Burbank High School, and John Burroughs High School, respectively, to the California Interscholastic Federation (CIF) Southern Section, Pacific League, 2021-2022 school year, and to require such representatives to immediately notify the Superintendent of any proposed or pending actions that financially impact the Burbank Unified School District, as presented.

Designation_of_High_School_CIF_Representatives_2021_22.pdf (OF 28,718)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.e Approval of Agreement Between Burbank Unified School District and Burbank Community YMCA

That the Board of Education approve the Agreement between the Burbank Unified School District and the Burbank Community YMCA, to provide child care services, effective July 1, 2021 through June 30, ~~2024~~ 2026 and the authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

YMCA_Horace Mann Agreement 050621.pdf (OF 28,719) **AMENDED**

Peter Knapik reported that on April 15, 2021, the Board of Education approved the proposal from Burbank Community YMCA transitioning child care services to the Burbank Community YMCA at Horace Mann Children's Center scheduled to begin on July 1, 2021. The attached Agreement has been reviewed by the YMCA and vetted by Burbank USD legal counsel. The financial impact includes Burbank Unified School District agrees to contract with the Burbank Community YMCA to operate the child care program at the Horace Mann Children's Center, effective July 1, 2021. The Burbank Unified School District agrees to lease the Horace Mann Children's Center free of charge for the duration of the contract per Education Code 38134. A Facilities Use Agreement would be prepared and agreed to as part of the full arrangement. The term of the agreement was amended from 2024 (3-year term) to 2026 (5-year term).

Superintendent Hill clarified that the District pays the bills and the Use of Facilities fee covers the cost.

Vice President Tabet thanked Superintendent Hill for his leadership and reflected on the success of the program in the past and to continue to offer a similar program through the YMCA is a significant accomplishment and she appreciated the efforts, as it is difficult to find quality child care and the District is fortunate to be able to work with the Burbank YMCA.
Superintendent Hill reported that it has been a difficult process and thanked the employees for their dedication and service. District staff are working with the YMCA to allow employees who wish to continue to work at Horace Mann under the supervision of the YMCA or try to find an opportunity within the District. He did not want to diminish the impact on District employees; however, this the best outcome for this terrible situation. This partnership allows child care and opportunities for employees. The Center could have been closed, but this outcome is helpful to the budget and still provides a quality child care program.

Member Aghakhanian highlighted that other districts do not offer a similar program and thanked the Board and staff for continuing to finding other options. He then asked regarding the State license. Dr. Knapik explained that the program would be delayed and the contract includes a provision stating that the

License could be exercised by the State Board.

Member Ferguson requested a future updated once the license is granted by the State.

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as ***amended from year 2024 to 2026***. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.f Announcement of Member Resignation from the School Facilities Oversight Committee (SFOC) and Appointment of Alternate Member

That the Board of Education appoint Carolyn Bisson to a two-year term effective May 7, 2021 through May 31, 2023, as presented.

Resignation and Appointment of Member_SFOC_ 050621.pdf (OF 28,720)

Superintendent Hill reported that On April 18, 2021, Member Juan Redin (Business Organization, Parent) submitted his resignation from the Committee. In order to maintain a membership of nine (9) members, the Board must appoint one (1) voting member within the same area of representation to replace Mr. Redin. Alternate Members Shaun Hasas and Michelle Wolloff were appointed by the Board on April 15, 2021. Carolyn Bisson was subsequently contacted and expressed a willingness to be appointed as a voting member, therefore, the recommendation is to appoint Ms. Bisson.

Member Ferguson noted that the SFOC responsibilities and the Bylaws be reviewed as the last Measure S is coming to an end. President Frintner noted that conversations have taken place regarding this topic and the SFOC responsibilities will be reviewed in the near future.

Member Aghakhanian thanked the SFOC Member and requested a Certificate of Recognition for the outgoing members.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.g Second Reading and Approval of Proposed Revision of Selected Board Policies and Administrative Regulations

That the Board of Education approve the proposed revision of selected Board Policies and Administrative Regulations from the California School Boards Association (CSBA) – Governance and Management Using Technology (GAMUT), as presented.

Policy Updates_Oct 2020_2nd Read_050621.pdf (OF 28,721)

Member Weisberg noted that the current revisions do not include a policy regarding hate crimes. Superintendent Hill noted that the revisions presented tonight are received from the California School Boards Association, If the Board wished to create a new hate crimes policy, a sub-committee will need to be formed to create the language. Clerk Ferguson and Member Weisberg will work together along with John Paramo and Stacy Cashman to create the new language.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.h Review of Adopted Resolution 36 – Authorizing to Take Any and All Necessary Actions to Prepare and Respond Effectively to the Novel Coronavirus (COVID-19) Pandemic and Request for Direction to Staff

That the Board of Education review adopted Resolution 36 – Authorizing to Take Any and All Necessary Actions to Prepare and Respond Effectively to the Novel Coronavirus (COVID-19) Pandemic, and direct staff as to whether this Resolution should remain in effect as written, be amended, or be revoked, as presented.

Resolution 36_Authorizing Emergency COVID-19 Actions_050621.pdf (OF 28,722)

Clerk Ferguson noted that Resolution 36 has been in effect as adopted by the Board of Education on March 13, 2021. On April 5, 2021, Los Angeles County assessed that the risk from Covid-19 had subsided enough to place the County in the Orange (or Moderate) Tier enabling communities to relax some of the previous restrictions. On April 12, 2021 the District welcomed more staff and faculty back to District school sites and offices, with workplace mitigations in place such as staggered staffing, protective equipment, and continued adherence to social distancing and face covering precautions. At the April 15, 2021 Board of Education meeting, the Board requested that this Resolution be brought back for review and recommend changes as needed.

Superintendent Hill explained that the authority to the Superintendent is provided by the Board not the State, the reason Resolution 36 is in effect is due to the State's emergency declaration. The two major authorities allow entering into contracts and the other is related to employee items. All compliance items have been presented to the Board for approval this year.

Member Tabet suggested to amend the resolution to end June 30, 2021 the end of the school year.

Member Ferguson asked if Superintendent Hill felt that he needed to keep the Resolution open through June 30, 2021. Superintendent Hill said that if the Board chose to end the Resolution, any pending items will be presented to the Board as ratifications.

It was moved by Steve Ferguson, and seconded by Charlene Tabet, that the Board of Education ***rescind Resolution 36, as recommended.*** The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.i Adoption of Resolution 42 for the Elimination or Reduction of Services for Classified Positions

That the Board of Education adopt Resolution 42 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 42-Reduction in Force.pdf (OF 28,723)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

13.j 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_050621.pdf (OF 28,724)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

14. CONSENT AGENDA

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960029991, not to exceed $35,000 (01.0-65000.0-50010-36000-5813-7440000), effective March 13, 2021 through January 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960029991 Settlement Agreement.docx.pdf CE (OF 28, 710)

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

That the Board of Education approve Final Settlement Agreement for Special Education Student 960033193, not to exceed $10,000 (01.0-65000.0-50010-36000-5813-7440000), effective April 21, 2021 through December 31, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960033193 Settlement Agreement.docx.pdf CE (OF 28, 710)

14.c Approval of Personnel Report Number 20-21-17

That the Board of Education approve Personnel Report number 20-21-17, covering Certificated and Classified personnel, and consisting of Pages 1 to 16 inclusive, as presented.

Personnel Report.pdf (OF 28,725)

14.d 2020-2021 Purchase Order Report

That the Board of Education approve Purchase Orders for 2020-2021 as listed through April 12, 2021, as presented.

2020-2021 Purchase Order Report.pdf (OF 28,726)

14.e Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of April 15, 2021, as presented.

Minutes.04.15.21.pdf (OF 28,727)

14.f Approval of Warrants

That the Board of Education approve payroll warrants in the total amount of $9,961,904.21, commercial warrants in the total amount of $5,474,481.78, as presented.

Warrants.pdf (OF 28,728)

14.g Approval of Instructional Consultant Services

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

Instructional Consultants Redacted.pdf (OF 28,729)

14.h Ratification and Approval of Non-Instructional Consultant Services

That the Board of Education ratify and 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.

Non-Instructional Consultants.pdf (OF 28,730)

14.i Approval of Articulation Agreements with Los Angeles Valley College

That the Board of Education approve the articulation agreements between the Burbank Unified School District and Los Angeles Valley College, for Introduction to Object-Oriented Programming with Java, effective May 7, 2021, with the understanding that the agreements be reviewed on an annual basis, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

Articulation Agmts with LAVC.pdf (OF 28,731)

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

That the Board of Education ratify an agreement between the Burbank Unified School District and Dr. Carlos A. Flores, to provide an Independent Psychological-Educational Evaluation and attend an IEP meeting for Special Education Student 960024370, not to exceed $5,000 (01.0-65000.0-57602-11900-5850-7440000), effective April 7, 2021 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SEPD Student 960024370_Dr. Carlo Flores_Ratification (Granicus).pdf (OF 28,732)

14.k Ratification of Agreement for Professional Services (Special Education)

That the Board of Education ratify an agreement between Burbank Unified School District and Tiny Talks Speech Therapy, to provide speech and language assessments, written reports and attend student IEP meetings, not to exceed $1,200 (01.0-65000.0-57602-11901-5850-7440000), effective April 1, 2021 through May 28, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Professional Services_Tiny Talks_Ratification.pdf (OF 28,733)

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

That the Board of Education amend an agreement between the Burbank Unified School District and Language Resources of America, LRA Interpreters, Inc., to provide interpreting and translation services for Burbank special education students, not to exceed $200,000 (01.0-65000.0-57700-11900-5850-7440000), effective July 1, 2020 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: The original approval date was July 16, 2020. The effective date is from July 1, 2020 through June 30, 2021. The amendment adds an additional $80,000 to the original agreement making the total not to exceed $160,000. The second amendment adds an additional $40,000 to the first amended agreement making the total not to exceed $200,000.

SPED Professional Services_LRA_Amendment.pdf (OF 28,734)

14.m Ratification of Reimbursement for Parent Transportation (Special Education)

That the Board of Education ratify travel reimbursement to the parent(s) of Special Education Student 960002691, to cover one round trip to transport student from school to home, not to exceed $1,500 (01.0-65000.0-50010-36000-5813-7440000), effective May 6, 2021 through December 31, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960002691_Parent Reimbursement.pdf (OF 28,735)

14.n Approval of Los Angeles County Office of Education (LACOE) PeopleSoft Financial Systems (PSFS) Contract 2021-2022

That the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for Peoplesoft Financial System Services, not to exceed $20,300 (01.0-00000.0-00000-77000-5890-0000000), effective, July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

LACOE - PEOPLESOFT 2021-22.pdf (OF 28,736)

14.o Approval of Contract with the Los Angeles County Office of Education (LACOE) for the Data Processing Services, Labor Distribution and Fringe Employer Contribution and Employee Database Information Contract

That the Board of Education approve an agreement between Burbank Unified School District and Los Angeles County Office of Education (LACOE) for the capability of downloading payroll information, effective July 1, 2021 through June 30, 2022, not to exceed $6,500 (01.0-00000.0-00000-77000-5890-0000000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

LACOE - Labor Distribution.pdf (OF 28,737)

14.p Approval of 2021-2022 Budget Calendar

That the Board of Education approve the budget calendar for the 2021-2022 fiscal year, as presented.

Budget Calendar 2021-22.pdf (OF 28,738)

14.q Approval of Amended COVID-19 Agreement with Vital Medical Services, LLC

That the Board of Education approve the amended agreement between Burbank Unified School District and Vital Medical Services, LLC, effective March 1, 2021 through March 1, 2022, the agreement may be extended for two (2) additional terms of one (1) year each unless otherwise terminated or suspended, not to exceed $250,000 (01.0-32100.0-00000-31400-4310-7409000), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented. Note: the original agreement was approved by the Board of Education on March 18, 2021. The not to exceed amount has increased from $125,000 to $250,000.

COVID-19 Tests - Amended Vital Medical Services.pdf (OF 28,739)

14.r Approval of Agreement- California State University, Long Beach

That the Board of Education approve the Student Teaching Agreement between the Burbank Unified School District and California State University, Long Beach to provide educational field experience, effective May 7, 2021 through May 7, 2024 unless

terminated by either party on advance written notice, and that authority to sign the Agreement be exercised pursuant to BUSD - AR 3314, as presented.

Agreement-CSULB.pdf (OF 28,740)

14.s Acceptance of Notice of Completion, Intercom Clock and Signal Service Inc. (ICS), Fire Alarm Interties, Theodore Roosevelt and Robert Louis Stevenson Elementary Schools (Bond Fund)

That the Board of Education accept the following as completed: Installation of Fire Alarm Interties at Theodore Roosevelt and Robert Louis Stevenson Elementary Schools, PO #20002593, not to exceed $8,798.87, Bond Fund, and the authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented. $3,021.31, Theodore Roosevelt (21.3-00000.0-91011-85000-5850-214-0000) Bond Fund, and $5,777.56, Robert Louis Stevenson (21.3-00000.0-91011-85000-6230-215-0000) Bond Fund

NOC_ICS_Roosevelt & Stevenson_Bond.pdf (OF 28,741)

14.t Ratification of Award of Contract, Izurieta Fence Company Inc., Install Double Swing Gate and Fence Panel, Two-Story Modular Building Project, Walt Disney Elementary School (Bond Fund)

That the Board of Education ratify an agreement between Burbank Unified School District and Izurieta Fence Company Inc., to Install a Double Swing Gate and Fence Panel for the Two-Story Modular Building Project Elevator at Walt Disney Elementary School, effective April 22, 2021 through April 22, 2022, not to exceed $2,912.08 (21.3-00000.0-91008-85000-5850-201-0000) Bond Fund, and that authority to sign the agreement be exercised pursuant to BUSD - AR3314, as presented.

Ratif_Izurieta_Fence_Disney_Bond.pdf (OF 28,742)

14.u Ratification of Agreement for Professional Services, Massadi Enterprises, In-Plant Inspection Services for Elevator, Two-Story Modular Building Project, Walt Disney Elementary School (Growth Fund)

That the Board of Education ratify an agreement between Burbank Unified School District and Massadi Enterprises for In-Plant Inspection Services for the Two-Story Modular Building Project Elevator at Walt Disney Elementary School, effective April 8, 2021 through June 30, 2021, not to exceed $1,800 (25.0-00000.0-91008-85000-6281-201-0000) Growth Fund, and that authority to sign the agreement be exercised pursuant to BUSD - AR3314, as presented.

Ratif_Massadi_Disney_growth.pdf (OF 28,743)

14.v Ratification of Agreement, Amtech Elevator Services, Elevator Modernization Project, Emerson Elementary School (Deferred Maintenance)

That the Board of Education ratify the agreement between Burbank Unified School District and Amtech Elevator Services for the Elevator Modernization Project at Emerson Elementary School, effective April 9, 2021 through April 9, 2022, not to exceed $99,500 (14.0-00000.0-00000-85000-6250-203-3000) Deferred Maintenance, and that the authority to sign the agreement be exercised pursuant to BUSD - AR3314, as presented.

Ratif_Amtech_Emerson_Def maint.pdf (OF 28,744)

14.w Approval of Property Listing Agreement with G&C Properties

That the Board of Education approve the listing agreements between Burbank Unified School District and G&C Properties for the Property, effective May 7, 2021 through July 1, 2021, not to exceed $2,700 (01-0-90708.0-0-00000-27000-5880-7800001), and that authority to sign the agreement and subsequent lease with selected tenant be exercised pursuant to BUSD-AR 3314, as presented.

Lamer House - Property Listing Agmt.pdf (OF 28,745)

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the items 14a through 14w, as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

President Frintner announced the retirement of District employee Mark Salach, Teacher, Burbank High School and thanked him for his years of service to the District.

15. REQUESTS TO ADDRESS THE BOARD

15.a Public Communications - Comments were allowed during 10a.

15.b Staff Responses - There were no staff responses.

15.c Board Members' Comments and Responses - Comments were made during 10a.

16. ADJOURNMENT

The meeting adjourned at 9:55 p.m. in memory of Merle Stone.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

5/20/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

TO: Board of Education / Superintendent Consent 5/20/2021

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

SUBJECT: Certificated Personnel - Report Number 20-21-18. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
HARRISON, SYDNEY Burbank High School	Counselor - FTE:100 %	01.0-00000.0-00000-31100-1211-4310000	100	RA:005 - ST:20 STP: $1345	Began Service 8/1/2001	6/4/2021
LIEBERSBACH, NANCY Burroughs High School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:IV - ST:11	Began Service 8/20/2018	5/28/2021
HOOVER, AGNES John Muir Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:006 - ST:24 STP: $1345	Began Service 9/1/1994	5/28/2021
HODGINS, KATHY Jordan Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:005 - ST:22	Began Service 8/26/1999	6/30/2021
THOMAS, ELIZABETH Jordan Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:006 - ST:21 STP: $1345	Began Service 6/20/2001	5/28/2021

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
NEEB, MICAELA Mc Kinley Elementary School	Intervention Teacher Intervention Tchr	01.0-30100.0-11100-10012-1130-2099000	100		Began Service 10/07/2019	5/31/2020
CANNON, TWILA Roosevelt Elementary School	Intervention Teacher Intervention Tchr	01.0-01500.0-11100-10012-1130-2142000	100		Began Service 1/7/2015	5/31/2020
RODRIGUEZ, YAZMIN Human Resources	Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100		Began Service 9/29/2020	04/27/2021
CORRAL, MONIQUE Adult School	Teacher: Adult School Adult Teacher	11.0-63910.0-41106-10000-1130-5330000	100		Began Service 10/26/2012	6/1/2019
GUZMAN, RAQUEL Adult School	Teacher: Adult School Adult Teacher	11.0-63910.0-41104-10000-1130-5330000	100		Began Service 9/1/16	6/1/2019
MARASHLIAN, JACQUELINE Adult School	Teacher: Adult School Adult Teacher	11.0-63910.0-41102-10000-1130-5330000	100		Began Service 8/29/2016	6/1/2019

RESIGNATION/POSITION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
LATROVALIS, ADRIANA Special Education	Program Specialist I - FTE:100%	01.0-65000.0-50010-21000-1914-7440000	100	STP: $1331	To be Sped Coord.	4/27/2021

CHANGE OF ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
LATROVALIS, ADRIANA Special Education	Coordinator Special Education - FTE:100%	01.0-65000.0-50010-21000-1311-7440000 01.0-00000.0-00000-21000-1311-7440000	90 10	RA:005 - ST:006 STP: $3743	Program Specialist I to Sped Coord.	4/28/2021

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CONRAD, AMANDA Human Resources	Long Term Sub Teacher	01.0-74220.0-11100-10000-1160-2019000	100			4/19/2021 4/29/2021

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT-0227-21, Disney Elementary School	Elementary Teacher - FTE:50%	01.0-00000.0-11100-10000-1110-2010000	100	RA:006 - ST:08 STP: $1345	COVID LOA extended per MOU	4/26/2021 5/27/2021
CT-0201-21, Roosevelt Elementary School	Elementary Teacher - FTE:50%	01.0-00000.0-11100-10000-1110-2140000	100	RA:006 - ST:09	COVID LOA extended per MOU	4/12/2021 5/28/2021

RETURN FROM LEAVE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BROWN, KELLY John Muir Middle School	Teacher PE - FTE:100%	01.0-00000.0-11100-10000-1110-3220000	100	RA:006 - ST:08 STP: $1345		8/9/2021

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
BROADBENT, JUSTINE Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		04/26/2021
DUBOE, BROOKE Human Resources	Substitute Teacher Substitute Teacher	01.0-00000.0-11100-10000-1160-755200	100	Salary Rate: $135/140		4/26/2021

STIPEND: CELL	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
LATROVALIS, ADRIANA Special Education	Cell Phone Stipend Cell Stipend	01.0-65000.0-50010-21000-1980-7440000	100	STP: $33		4/28/2021

CORRECTION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SHAH, TRACY Roosevelt Elementary School	Elementary Teacher Curriculum Specialist - FTE:100%	01.0-01500.0-00000-21300-1910-7420000 01.0-32120.0-00000-21300-1910-7429000	50 50	RA:006 - ST:15 STP: $1345	To correct start date	3/15/2021 5/28/2021
MARQUIS FORBES, DORLA Human Resources	Long Term Sub Teacher T K	01.0-74220.0-11100-10000-1160-2149000	100	RA:001 - ST:01	To change days working in week	4/12/2021 5/25/2021

CT-0199-21, Special Education	Special Ed Tchr-preschool - FTE:50%	01.0-65000.0-57300-11100-1110-5080000	100	RA:005 - ST:07 STP: $2690	Change of end date	4/19/2021 5/7/2021

ELECTION: LONG TERM SUBS	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
NICHOLS, PAM Human Resources	Long Term Sub Teacher	01.0-74220.0-11100-10000-1160-2019000	100	Salary Rate: $279.02		5/3/2021 5/27/2021

ELECTION: SUMMER TEACHER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
ALMER, JENNIFER Instructional Services	Teacher: Summer School Elem Summer TOSA 2021 @ Miller	01.0-01500.0-47600-27000-1930-5480002	100		Summer School 2021 - Elem TOSA @ Harte	4/1/2021 7/31/2021
CODY, NICOLE Instructional Services	Teacher: Summer School Elem Summer TOSA 2021 @ Harte	01.0-01500.0-47600-27000-1930-5480002	100		Summer School 2021 - Elem TOSA @ Harte	4/1/2021 7/31/2021
KUBLER, LAURA Instructional Services	Teacher: Summer School EL Summer TOSA 2021 @	01.0-01500.0-47600-27000-1930-5480002	100		Summer School 2021 -EL TOSA	4/1/2021 7/31/2021
CONCIDINE, MICHAEL Special Education	Teacher:summer School Elem. Summer School TOSA 2020	01.0-65000.0-50010-21000-1930-5480000	100		Summer School 2021- SpEd TOSA	4/1/2021 7/31/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 20-21-18

May 20, 2021
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Albarian, Kristina	Washington	Class Coverage	Hourly	$46.60	3	April
Bagdasarian, Susanna	Adult	Staff Development	Hourly	$22.98	2	April
Bercini, Tamorah	Emerson	Intervention Planning	Hourly	$33.77	7.5	April
Bercini, Tamorah	Emerson	Intervention Teaching	Hourly	$45.52	41.25	April
Bethel, Lisa	Edison	Intervention Planning	Hourly	$33.77	1.75	April
Bethel, Lisa	Edison	Intervention Teaching	Hourly	$45.52	3.5	April
Block, Olivia	Providencia	Intervention Teaching	Hourly	$45.52	36	April – May
Block, Olivia	Providencia	Intervention Planning	Hourly	$33.77	1	April
Bravo, Michael	Emerson	Intervention Planning	Hourly	$33.77	3	April
Bravo, Michael	Emerson	Intervention Teaching	Hourly	$45.52	12	April
Clarke, Kelli	Emerson	Intervention Planning	Hourly	$33.77	9	April
Clarke, Kelli	Emerson	Intervention Teaching	Hourly	$45.52	33	April
Conahan, Kari	Emerson	Intervention Planning	Hourly	$33.77	7.5	April
Conahan, Kari	Emerson	Intervention Teaching	Hourly	$45.52	45	April
Dadekian, Kristina	McKinley	Intervention Planning	Hourly	$33.77	7.5	April
Dadekian, Kristina	McKinley	Intervention Teaching	Hourly	$45.52	51.5	April
Dixon, Joann Michelle	Health Services	Home Teacher	Hourly	436.09	30	April - May
Duboe, Brooke	Providencia	Intervention Teaching	Hourly	$45.52	36	April - May
Duboe, Brooke	Providencia	Intervention Planning	Hourly	$33.77	1	April
Flores Chavez, Ismael	Child Dev.	Additional Hours as Sub	Hourly	$16.76	20	April
Flores Chavez, Ismael	Child Dev.	Additional Hours as Sub	Hourly	$16.76	3	April
Flores Chavez, Ismael	Child Dev.	Additional Hours as Sub	Hourly	$16.76	16	April
Flores Chavez, Ismael	Child Dev.	Additional Hours as Sub	Hourly	$16.76	8	April
Flores Chavez, Ismael	Child Dev.	Additional Hours as Sub	Hourly	$16.76	14	April
Flores Chavez, Ismael	Child Dev.	Additional Hours as Sub	Hourly	$16.76	8	April
Gal, Deborah	Spec Ed.	Intervention Teaching	Hourly	$45.52	20	April - May
Gamboa, Patricia	Adult	Staff Development	Hourly	$22.98	3	April
Hakopyan, Olga	Adult	Weekly semester assignment	Hourly	$44.60	21	April - May
Henry, Tracy	McKinley	Intervention Planning	Hourly	$33.77	13	April
Henry, Tracy	McKinley	Intervention Teaching	Hourly	$45.52	46.5	April
Howitt, Elayne	Spec. Ed	Intervention Planning	Hourly	$33.77	4	April
McDermott, Sara	Health Services	Home Teacher	Hourly	436.09	25	April - May
Johnson, Sandra	Edison	Intervention Planning	Hourly	$33.77	3.5	April
Johnson, Sandra	Edison	Intervention Teaching	Hourly	$45.52	8.5	April
Juarez, Candice	McKinley	Intervention Planning	Hourly	$33.77	12	April
Juarez, Candice	McKinley	Intervention Teaching	Hourly	$45.52	44	April
Michalopoulos, Anjanette	Spec Ed	Hourly Equivalent IEP Assist	Hourly	$87.38	10	April - June

Pippert, Elva	Disney	Intervention Planning	Hourly	$33.77	1	April
Pippert, Elva	Disney	Intervention Teaching	Hourly	$45.52	2.25	April
Rivas, Fredi	Adult	Staff Development	Hourly	$22.98	1	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	30	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	7	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	30	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	21	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	3	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	8	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	15	April
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	20	May
Rosales, Jessica	Child Dev.	Additional Hours as Sub	Hourly	$16.76	.50	May
Silver, Shirley	Child Dev.	Additional Hours as Sub	Hourly	$16.76	60	March - May
Steinberg, Steven	Adult	Staff Development	Hourly	$22.98	5.25	April - May
Wiebler, Megan	Providencia	Intervention Teaching	Hourly	$45.52	36	April – May
Wiebler, Megan	Providencia	Intervention Planning	Hourly	$33.77	1	April
Wieden, Marlene	Providencia	Intervention Teaching	Hourly	$45.52	36	April – May
Zonshine, Rachel	Edison	Intervention Planning	Hourly	$33.77	.25	April
Zonshine, Rachel	Edison	Intervention Teaching	Hourly	$45.52	.50	April

Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Retirement								
GARCIA, Rose	Student Services Attendance Specialist for Homeless & Foster Youth	01.0-01500.0-00000-31300-2210-7450000	.50	57-VI	A	07-31-21		Student Services
	Superintendent's Office Assistant	01.0-00000.0-00000-71500-2411-7410000	.50	B-7	A	07-31-21		Superintendent's Office
Resignation								
BREWINGTON, Rosalinda	English Language Development/ Office Specialist I	11.0-63910.0-41100-27000-2410-5330044 11.0-63910.0-41101-27000-2410-5330000 11.0-63910.0-41102-27000-2410-5330000 11.0-63910.0-41104-27000-2410-5330000 11.0-63910.0-41106-27000-2410-5330000 11.0-00639.0-41100-27000-2410-5330000	.10 .10 .30 .15 .30 .05	35-V	E	05-18-21		Burbank Adult School
CASTILLO, Araceli	Elementary School Aide	01.0-00000.0-11100-10009-2910-2062000	.3551	27-V	D	04-25-21		Jefferson Elementary
RAJAN, Courtney	Library Coordinator-Elementary	01.0-01500.0-00000-24200-2210-2010000 01.0-30100.0-00000-24200-2210-2019000	.512 .113	36-III	D	05-28-21		Disney Elementary
Termination								
ASLANIAN, Agavni	Career Center Technician	01.0-00000.0-00000-27000-2410-4310000	1.0	39-VI	B	04-29-21		Burbank High School 39-month re-employment list
Leave								
Cl 0194-21		01.0-65000.0-57601-11905-2110-7440000	.8125	40-VI	D	04-05-21	04-23-21	Human Resources Paid LOA (COVID) End date changed
CL 0228-21		12.0-90602.0-11100-10000-2110-2140000	.4063	32-V	D	04-29-21	05-09-21	Human Resources Paid LOA (COVID)
GONZALEZ, Maria D	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-IV	D	04-21-21	05-21-21	Special Education Family Care & Medical
JIMENEZ, JUAN	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000	.10	40-VI	A	04-30-21	05-30-21	Facilities Services Family Care & Medical
PEREZ, Jovanny	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000 01.0-81500.0-00000-82200-2210-75230000	.10 .90	40-VI	A	04-29-21	05-21-21	Facilities Services Parental Bonding
REID, Lydia	Library Coordinator-Elementary	01.0-01500.0-00000-24200-2210-2020000	.5625	36-VI	D	05-03-21	05-27-21	Edison Elementary Unpaid Career Advancement

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
Leave (Continued)								
REYES-BUDD, Nicole	Elementary School Aide	01.0-00000.0-11100-10009-2910-2062000	.2813	27-IV	D	04-26-21	05-27-21	Jefferson Elementary Unpaid Home Responsibility
Additional Compensation for Working Out of Class								
OGAWA, Randy	Trades Supervisor	01.0-81500.0-00000-81000-2312-7523000 01.0-00100.0-00000-82200-2312-7520000	.500 .500	E-VII	A	11-13-19	05-02-21	Facilities Services Change end date
Change of Assignment – Classification/Location/FTE								
BEAUREGARD, Stephanie	Payroll Technician	01.0-00000.0-00000-72000-2410-7470000	1.0	45-VI	A	04-19-21		Fiscal Services
KRAILO, Cathy	Student Information Systems Analyst	01.0-00000.0-00000-77000-2410-7420000	1.0	59-I	A	06-01-21		Instructional Services
MARKOSIAN, Alice	Payroll Technician	01.0-00000.0-00000-72000-2410-7470000	1.0	45-VI	A	04-19-21		Fiscal Services
POZOS, Rosalinda	Counseling Assistant	01.0-00000.0-00000-31100-2210-3210000	.50	35-VI	B	05-10-21		Huerta Middle School
RODRIGUEZ, Ignacia	Payroll Technician	01.0-00000.0-00000-72000-2410-7470000	1.0	45-VI	A	04-19-21		Fiscal Services
SPRATT, Dawn	School Finance Clerk	01.0-00000.0-00000-27000-2410-3220000	1.0	38-VI	B	07-01-21		Muir Middle School
Election – Monthly								
LEYVA, Alonso	School Safety/Utility Custodian	01.0-90710.0-00000-8300-2210-7522000	1.0	35-I	A	05-10-21		Facilities Services
RODRIGUEZ, Daisy	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2110-7440000	.8125	40-I	D	05-03-21		Special Education
Election – Hourly								
ALBARIAN, Kaline	School Office Manager Typist Clerk III	01.0-00000.0-11100-10009-2960-7552000 01.0-00000.0-11100-10009-2960-7552000		43-I	G	04-01-21		Human Resources
ALDAOUD, Sahar	Instructional Assistant Children's Center	12.0-90602.0-11100-10000-2130-2090000		32-I	G	04-01-21	04-30-21	Children's Center
ALEXAN, Lousia	Secretary	11.0-63910.0-41100-27000-2430-5330044 11.0-63910.0-41101-27000-2430-5330000 11.0-63910.0-41102-27000-2430-5330000 11.0-63910.0-41104-27000-2430-5330000 11.0-63910.0-41106-27000-2430-5330000	.40 .04 .30 .16 .10	35-V	B	04-01-21	04-30-21	Burbank 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)								
ARZUMANYAN, Anahit	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000		16.24	G	04-01-21	05-28-31	Muir Middle School
BOGNAR, Peter	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	04-01-21	04-30-21	Burbank Adult School
BRADSHAW, Dionne	Discrete Trial Facilitator	11.0-63910.0-41100-10000-2130-5330044		40-VI	D	04-01-21	04-30-21	Burbank Adult School
BUSSARD, Beverly	Instructional Media Specialist	01.0-74200.0-00000-77000-2440-7739000		39-VI	B	04-01-21	04-30-21	Technology Services
CADET, Junior	Campus Supervision Assistant	01.0-74200.0-00000-83000-2230-7409000		34-III	D	04-01-21	04-30-21	Burroughs High School
CALVO, Karlos	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000		57-V	A	03-01-21	04-30-21	Technology Services
CARRASCO, Janel	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4311000		35-VI	D	04-01-21	04-30-21	Burbank High School
CHILDS, Jennifer	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2060000		32-VI	D	04-01-21	05-28-21	Jefferson Around the Bell
COCA, Leslie	Instructional Assistant-English Language Development	01.0-01501.0-47600-10000-2130-2060000		32-VI	D	04-01-21	04-30-21	Jefferson Elementary
COSIO, Teresa	Instructional Assistant – Severely Impaired	11.0-63910.0-41100-10000-2130-5330044		35-VI	D	04-01-21	04-30-21	Burbank Adult School
DE LA CRUZ, Johanna	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4311000		35-V	D	04-01-21	04-30-21	Burbank High School
DUARTE, Ignacio	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000		57-V	A	04-01-21	04-30-21	Technology Services
GABRIELIAN, Susanna	Instructional Assistant Children's Center	12.0-90602.0-11100-10000-2130-2140000		32-I	G	04-01-21	04-30-21	Roosevelt Day Care Center
		12.0-90602.0-11100-10000-2130-2090000		32-I	G	04-01-21	04-02-21	McKinley Day Care Center
		12.0-90602.0-11100-10000-2130-2050000		32-I	G	04-02-21	04-02-21	Bret Harte Children's Center
GIBSON, Cindy	Instructional Assistant Special Education	01.0-00000.0-11100-10000-2130-4310000		32-I	G	03-01-21	03-31-21	Burbank High School
GONZALEZ, Stephanie	Instructional Assistant – Special Education	11.0-63910.0-41100-10000-2130-5330044		32-VI	D	04-01-21	04-30-21	Burbank Adult School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
HYRAPATIAN, Siranoosh	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2010000		32-III	D	04-01-21	05-31-21	Disney Around the Bell
JOHNSON Kimberly	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4311000		35-VI	D	04-01-21	04-30-21	Burbank High School
KIM, Nancy	Instructional Media Specialist	01.0-74200.0-00000-77000-2440-7739000		39-VI	B	04-01-21	04-30-21	Technology Services
KOSZO, Brad	Discrete Trial Facilitator	11.0-63910.0-41100-10000-2130-5330044		40-VI	D	04-01-21	04-30-21	Burbank Adult School
KUKAWSKI, John	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4311000		35-IV	D	04-01-21	04-30-21	Burbank High School
LANGE, Erin	Instructional Assistant – Severely Impaired	11.0-63910.0-41100-10000-2130-5330044		35-VI	D	04-01-21	04-30-21	Burbank Adult School
LEDEZMA, Reina	Lead Custodian, Secondary	01.0-90708.0-81000-50002-2240-7528000		40-VI	A	04-10-21	04-10-21	Luther Middle School
LEVITT, Edward	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	04-01-21	04-30-21	Burbank Adult School
LOMBARDI, Giovanni	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	04-01-21	04-30-21	Burbank Adult School
LOPEZ CORRALES, Maria Jose	Instructional Assistant Special Education	01.0-00000.0-11100-10000-2130-4310000		32-I	G	03-01-21	05-01-21	Burbank High School
LUIZZI, Lydia	Instructional Assistant – Severely Impaired	11.0-63910.0-41100-10000-2130-5330044		35-VI	D	04-01-21	04-30-21	Burbank Adult School
MARICHI, Rachel	Instructional Assistant Special Education School Office Manager Typist Clerk III	01.0-00000.0-11100-10009-2960-7552000		32-I 43-I 35-I	G	05-01-21		Special Education
MOLINA, Celia	Campus Supervision Assistant	01.0-00000.0-00000-83000-2240-4311000		35-VI	D	04-01-21	04-30-21	Burbank High School
RIVAS, Yvonne	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2140000		32-V	D	02-01-21	05-31-21	Roosevelt Around the Bell
ROMO, Brittany	Instructional Assistant Translator	11.0-63910.0-41100-10000-2130-5330044		33-V	D	04-01-21	04-30-21	Burbank Adult School

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Name	Position	Program/Site	%Time FTE	Range & Step	Basis	Effective Date	Ending Date	Remarks
Election – Hourly (Continued)								
SHADKAM, Araz	Middle School Aide	01.0-00000.0-11100-10009-2930-3221000		34-V	D	04-01-21	06-30-21	Muir Middle School
SHAHBAZIAN, Shakeh	Instructional Assistant – English Language Development	01.0-42020.0-47600-24950-2950-7429000		32-III	D	04-01-21	05-27-21	Muir Middle School
SHIRVANI, Araks	Instructional Assistant-Children's Center	12.0-90602.0-11100-10000-2130-2100000		32-V	D	04-12-21	04-30-21	Miller Around the Bell
STEIN, Jeffry	Fee Based Teacher	11.0-00639.0-41120-10000-2130-5330000		29.51	F	04-01-21	04-30-21	Burbank Adult School
SYMONS, Fern Harlene	Instructional Assistant Children's Center	12.0-61050.1-11100-10000-2130-2160000		32-I	G	05-06-21	05-10-21	Washington Children's Center
TAIT, Holly	Instructional Assistant – Severely Impaired	11.0-63910.0-41100-10000-2130-5330044		35-VI	D	04-01-21	04-30-21	Burbank Adult School
YEGHYAIAN, Reneh	Instructional Assistant Children's Center	12.0-90602.0-11100-10000-2130-2060000		32-I	G	04-01-21	04-01-21	Jefferson Day Care Center
		12.0-61050.0-00010-10000-2130-2160000	.50			04-30-21	05-31-21	Washington Children's Center
		12.0-61050.1-11100-10000-2130-2160000	.50					
Election – Walk on Coach								
BRIGGS, James Robert	Short Term Performing Arts	01.0-90904.0-17006-41002-2171-4318100		16.24	F	04-01-21	04-30-21	Burbank High School
ESTRADA, Blake Jonathan	Short Term Performing Arts	01.0-90201.0-17006-41002-2171-4328500		16.24	F	04-01-21	04-30-21	Burroughs High School
HART, James Robert	Short Term Athletic	01.0-90201.0-15001-42000-2171-4318702		16.24	F	03-01-21	05-31-21	Burbank High School
LUCERO, Richard	Short Term Athletic	01.0-00000.0-15001-42000-2171-4320000		16.24	F	04-01-21	05-31-21	Burroughs High School
UVAS, Ian Patrick	Short Term Performing Arts	01.0-90904.0-17006-41002-2171-4318100		16.24	F	04-01-21	04-30-21	Burbank High School
		01.0-90904.0-17006-41002-2171-4318100				03-01-21	03-31-21	Burbank High School
	Short Term Athletic	01.0-90201.0-17006-41002-2171-4328500				04-01-21	04-30-21	Burroughs High School
VILLEGAS, Sandra E	Short Term Performing Arts	01.0-90201.0-27006-41002-2171-4328500		16.24	F	04-01-21	04-30-21	Burroughs High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

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BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 04/13/2021 & 04/19/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21000053	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 2: INCREASE BY $1,100.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$5,600.00
21000062	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 3: INCREASE BY $1,000.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	DISNEY ELEMENTARY	010	$6,500.00
21000180	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	C/O 2: REDUCE BY $121,500.00; PROFESSIONAL SERVICES AGREEMENT; LEGAL ADVICE IN EDUCATION LAW; BOARD APPROVED 6/4/20	FISCAL SERVICES	010	$78,500.00
21000358	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: REDUCE BY $7,000.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$5,000.00
21002426	JOSTENS, INC.	C/O 2: INCREASE ORDER BY $155.29; DIPLOMAS; ACCOUNTS RECEIVABLE FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$8,447.47
21002763	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $57.19; HEALTH SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$278.46
21002785	AMAZON CAPITAL SERVICES	C/O 1: REORDER MISSING ITEMS; ART SUPPLIES	BURBANK HIGH SCHOOL	010	$1,926.04
21002909	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEM; LIBRARY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$4.51
21002920	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEM; TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$11.01
21002981	ACE PARTY RENTS	C/O 1: CANCEL ORDER; CHAIR RENTAL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$385.00
21003020	HIGH TRAILS INC.	ADMISSION FEES FOR VIRTUAL OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$1,600.00
21003021	UME FEDERAL CREDIT UNION	GIFT CARD FOR STUDENT TRAVEL EXPENSES PER IEP; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$100.00
21003022	AMAZON CAPITAL SERVICES	DISASTER BIN SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$105.71
21003023	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	BURBANK HIGH SCHOOL	010	$337.96
21003024	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	SPECIAL EDUCATION	010	$132.12
21003025	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	DISNEY ELEMENTARY	010	$177.88
21003026	BERTRAND'S MUSIC	MUSICAL INSTRUMENT; ARTS FOR ALL FUNDS	BURBANK HIGH SCHOOL	010	$6,827.68
21003027	GREENFIELD LEARNING INC.	SOFTWARE LICENSE; TITLE III-LEP FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$3,100.00
21003028	UME FEDERAL CREDIT UNION	STUDENT AWARDS	PROVIDENCIA ELEMENTARY	010	$129.25
21003029	AMAZON CAPITAL SERVICES	OUTDOOR SIGNS	JOHN BURROUGHS HIGH SCHOOL	010	$475.49
21003030	SENOR WOOLY LLC	BOOKS	BURBANK HIGH SCHOOL	010	$563.05

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21003031	BIO-RAD LABORATORIES, INC	SCIENCE SUPPLIES; K-12 STRONG WORKFORCE GRANT	BURBANK HIGH SCHOOL	010	$123.58
21003032	UME FEDERAL CREDIT UNION	CLOTHES FOR HEALTH OFFICE	BRET HARTE ELEMENTARY	010	$78.81
21003033	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	HORACE MANN CHILDREN´S CENTER	010	$78.72
21003034	HWANG, MOLLY	REIMBURSEMENT TO PRINCIPAL FOR OUTDOOR SUPPLIES; GIFT FUNDS	DISNEY ELEMENTARY	010	$88.19
21003035	MIGUEL, JENNIFER	REIMBURSEMENT TO PARENT FOR TALENT SHOW SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$170.00
21003036	UME FEDERAL CREDIT UNION	CLOTHES FOR HEALTH OFFICE	BRET HARTE ELEMENTARY	010	$69.20
21003037	ERIC CARLE MUSEUM OF PICTURE BOOK ART	VIRTUAL FIELD TRIP ADMISSIONS; TITLE I FUNDS	MC KINLEY ELEMENTARY	010	$390.00
21003038	TOUCHMATH LLC	INSTRUCTIONAL MATERIALS	LUTHER BURBANK MIDDLE SCHOOL	010	$81.59
21003039	COSTELLA, LIZ	REIMBURSEMENT TO PRINCIPAL FOR OFFICE SUPPLIES	MC KINLEY ELEMENTARY	010	$20.82
21003040	MILLER, GREG	REIMBURSEMENT TO PRINCIPAL FOR MEETING SUPPLIES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$53.85
21003041	AMAZON CAPITAL SERVICES	ART SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$269.50
21003042	SCHOOL LIFE, A DIVISION OF IMAGESTUFF	STUDENT AWARDS; GIFT FUNDS	DISNEY ELEMENTARY	010	$305.57
21003043	AMAZON CAPITAL SERVICES	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$48.53
21003044	AMAZON CAPITAL SERVICES	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$48.30
21003045	AMAZON CAPITAL SERVICES	GRADUATION SUPPLIES; GIFT FUNDS	HORACE MANN CHILDREN´S CENTER	010	$72.43
21003051	BORRIA, KATIE	REIMBURSEMENT TO PARENT FOR TALENT SHOW SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$18.13
21003052	UME FEDERAL CREDIT UNION	STUDENT AWARDS; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$127.28
21003053	SOLYOM, KAREN	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$120.74
21003054	URIBE, KRISTANNA QUIRIN	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$80.83
21003055	BOARDASCANBE WOODWORKS	LIBRARY FURNITURE; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$628.34
21003056	BOYCE, OLIVIA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$116.30
21003057	CRANMER, DEBBIE	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$60.22
21003058	WET	SAFETY SUPPLIES; ADULT EDUCATION BLOCK GRANT	BURBANK ADULT SCHOOL	110	$99.36
21003059	AA1 GRAPHICS & SIGNS	BUILDING SIGN FOR NAME CHANGE AT DOLORES HUERTA MS; GIFT FUNDS	FACILITIES PLANNING SERVICES	010	$1,794.32
21003060	CULBERTSON, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR SCHOOL REOPENING SUPPLIES; GIFT FUNDS	PROVIDENCIA ELEMENTARY	010	$573.23

BURBANK UNIFIED SCHOOL DISTRICT

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21003061	SETH HARDING DBA MADCAP BALLOONS	GRADUATION BALLOONS SET UP SERVICES; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$607.00
21003062	AMAZON CAPITAL SERVICES	BOOKS	BRET HARTE ELEMENTARY	010	$55.10
21003063	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$12.12
21003064	AMAZON CAPITAL SERVICES	EMERGENCY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$12.67
21003065	AMAZON CAPITAL SERVICES	HEALTH SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$48.52
21003066	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JEFFERSON ELEMENTARY	010	$33.04
21003067	AMAZON CAPITAL SERVICES	TECHNLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$54.49
21003068	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	JEFFERSON ELEMENTARY	010	$41.87
21003069	AMAZON CAPITAL SERVICES	EMERGENCY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$44.08
21003070	REGISTRAR-RECORDER/COUNTY CLERK	PRESIDENTIAL GENERAL ELECTION FEES	FISCAL SERVICES	010	$204,476.02
21003071	LOWE'S HOME IMPROVEMENT	CLASSROOM EQUIPMENT; PERKINS GRANT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$769.51
21003072	SCHOOL OUTFITTERS	CLASSROOM FURNITURE; GEER FUNDS	BURBANK ADULT SCHOOL	010	$1,527.32
21003073	FLUTE AIR SHIELD, LLC	CLASSROOM SUPPLIES; ESSER FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$110.25
21003074	SEAVINE LLC	HEALTH SUPPLIES; ESSER FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$1,487.55
21003075	FRED J MILLER INC	HEALTH SUPPLIES; ESSER FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$715.76
21003076	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; SPECIAL EDUCATION FUNDS	MAGNOLIA PARK	010	$97.19
21003077	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; TITLE I FUNDS	DISNEY ELEMENTARY	010	$4,607.45
21003079	BAUDVILLE INC	GRADUATION SUPPLIES	MILLER ELEMENTARY	010	$154.72
21003080	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	MC KINLEY ELEMENTARY	010	$207.93
21003081	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$186.37
21003082	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GEER FUNDS	BURBANK HIGH SCHOOL	010	$71.94
21003083	AMAZON CAPITAL SERVICES	GRADUATION SUPPLIES	EMERSON ELEMENTARY	010	$314.43
21003084	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$47.16
21003085	LANGUAGE RESOURCE OF AMERICA, INC	LANGUAGE INTERPRETING SERVICES; LCFF SUPPLEMENTAL FUNDING	INSTRUCTIONAL SERVICES	010	$1,069.00
21003086	AMAZON CAPITAL SERVICES	CLASSROOM AND OFFICE SUPPLIES	EMERSON ELEMENTARY	010	$526.50
21003087	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; TITLE I FUNDS	DISNEY ELEMENTARY	010	$118.58

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21003088	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$561.25
21003089	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	COMMUNITY DAY SCHOOL	010	$263.92
21003090	BERTRAND'S MUSIC	MUSICAL INSTRUMENT	LUTHER BURBANK MIDDLE SCHOOL	010	$1,568.03
21003091	NETOP TECH INC	SOFTWARE LICENSES; BOARD APPROVED 6/18/20	BURBANK HIGH SCHOOL	010	$800.00
21003092	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$212.69
21003093	B & H PHOTO-VIDEO	CLASSROOM SUPPLIES	BURBANK HIGH SCHOOL	010	$165.06
21003094	CURRICULUM ASSOCIATES INC	CLASSROOM SUPPLIES	JEFFERSON ELEMENTARY	010	$358.78
21003095	AMAZON CAPITAL SERVICES	CLASSOOM SUPPLIES; GEER FUNDS	ROOSEVELT ELEMENTARY	010	$318.63
21003096	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,128.68
21003097	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$660.79
21003098	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$190.50
21003099	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$356.26
21003100	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$88.19
21003101	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	DOLORES HUERTA MIDDLE SCHOOL	010	$15.42
21003102	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$290.30
21003103	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	SPECIAL EDUCATION	010	$27.51
21003104	INDIEFLIX GROUP INC	SOFTWARE LICENSE; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$4,200.00
21003105	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$194.02
21003106	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	MC KINLEY ELEMENTARY	010	$368.63
21003107	VARGAS, WENDY	REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR MEETING SUPPLIES; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$52.00
21003108	KONOWALOW, BRITTANY ANN	REIMBURSEMENT TO COUNSELING TECH FOR CLASSROOM SUPPLIES; GIFT FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$138.02
21003109	MOEN, ANA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$38.86
21003110	BELAVEK, SHAUNA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES AND BOOKS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$174.28
21003111	JURMAN, MARLA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$102.56

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Printed between 04/13/2021 & 04/19/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21003112	MARTINEZ, BRIANA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$258.42
21003113	COLBY, JACI	REIMBURSEMENT TO PARENT FOR FUNDRAISING SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$168.00
21003114	SMARDAN SUPPLY BURBANK	BACKFLOW PREVENTION DEVICE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,360.97
21003115	GRAY, MARTHA	REIMBURSEMENT TO ELD SPECIALIST FOR CLASSROOM SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$159.97
21003116	SUNRISE FORD	AUTOMOBILE REPAIR	FACILITIES PLANNING SERVICES	010	$133.30
21003117	HIGH TRAILS INC.	CONSULTANT AGREEMENT; VIRTUAL SCIENCE EXPERIENCE; GIFT FUNDS; BOARD APPROVED 4/15/21	MILLER ELEMENTARY	010	$2,420.00
21003118	AMAZON CAPITAL SERVICES	STAFF APPRECIATION SUPPLIES; GIFT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,080.64
21003119	AMAZON CAPITAL SERVICES	STAFF APPRECIATION; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$257.85
21003120	LONG BEACH AQUARIUM OF THE PACIFIC	CONSULTANT AGREEMENT; VIRTUAL FIELD TRIP; GIFT FUNDS; BOARD APPROVED 3/18/21	EDISON ELEMENTARY	010	$200.00
21003121	STRIKING VIKING STORY PIRATES, LLC	CONSULTANT AGREEMENT; VIRTUAL ASSEMBLY SERVICES; GIFT FUNDS; BOARD APPROVED 4/15/21	EMERSON ELEMENTARY	010	$2,250.00
21003122	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$49.41
21003123	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$43.53
21003124	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$39.45
21003125	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$45.20
21003126	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$29.52
21003127	UME FEDERAL CREDIT UNION	CLASSROOM SUPPLY; GIFT FUNDS	DISNEY ELEMENTARY	010	$48.79
21003128	LAKESHORE CURRICULUM MATERIAL	CLASSROOM RUG; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$428.87
21003129	JOHNSTONE SUPPLY	HVAC SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$3,179.61
21003130	DEMCO INC	LIBRARY SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$131.00
21003132	SWRCB ACCOUNTING OFFICE	STORM WATER/WASTE WATER PERMIT; ON-GOING AND MAJOR MAINTENANCE FUNDS	FISCAL SERVICES	010	$465.00
21003133	ORALE ENTERPRISES	SAFETY SUPPLIES	COMMUNITY DAY SCHOOL	010	$780.08
21003134	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$213.45

BOARD DETAIL REPORT

Printed between 04/13/2021 & 04/19/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21003135	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	WASHINGTON ELEMENTARY	010	$106.81
21003136	COOLE SCHOOL	CLASSROOM SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$779.79
21003137	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT; GIFT FUNDS	EMERSON ELEMENTARY	010	$270.09
21003138	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	MUIR MIDDLE SCHOOL	010	$188.42
21003139	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$76.76
21003140	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY; TITLE III IMMIGRANT EDUCATION FUNDS	ROOSEVELT ELEMENTARY	010	$148.64
21003141	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JEFFERSON ELEMENTARY	010	$158.73
21003142	DOMINGUEZ, NICOLE	CONSULTANT AGREEMENT; VIRTUAL THEATRE ARTS WORKSHOPS; GIFT FUNDS; BOARD APPROVED 3/18/21	MILLER ELEMENTARY	010	$2,250.00
21003143	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	MILLER ELEMENTARY	010	$2,099.16
21003144	GORILLA ART STUDIO	CONSULTANT AGREEMENT; VIRTUAL VISUAL ART LESSONS; GIFT FUNDS; BOARD APPROVED 3/18/21	MILLER ELEMENTARY	010	$2,700.00
21003145	AMAZON CAPITAL SERVICES	CLASSROOM, OFFICE AND PHYSICAL EDUCATION SUPPLIES	MONTEREY HIGH SCHOOL	010	$994.48
21003146	SCHOOLDUDE.COM INC	SOFTWARE LICENSE; ON-GOING & MAJOR MAINTENANCE FUNDS; BOARD APPROVED 3/18/21	FACILITIES SERVICES	010	$30,283.38
21003147	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$300.83
21003148	MB DANCE, INC. aka GARRI DANCE STUDIOS	CONSULTANT AGREEMENT; VIRTUAL DANCE CLASSES; GIFT FUNDS; BOARD APPROVED 3/18/21	MILLER ELEMENTARY	010	$5,625.00
21003149	AMAZON CAPITAL SERVICES	HEALTH SUPPLIES	EDISON ELEMENTARY	010	$11.98
21003150	MAP OF THE MONTH	CLASSROOM SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$180.20
21003151	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$257.04
21003152	SCHOOL NURSE SUPPLY INC	HEALTH SUPPLIES	EDISON ELEMENTARY	010	$98.38
21003153	SCHOOL MATE	CLASSROOM SUPPLIES	MILLER ELEMENTARY	010	$913.19
21003154	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$43.00
21003155	APPLE COMPUTER ED SALES	APPLE CREDIT VOUCHER; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$1,500.00
21003156	WILL & COMPANY	CONSULTANT AGREEMENT; VIRTUAL DANCE WORKSHOPS; LCAP-EIA/LEP FUNDS; BOARD APPROVED 4/15/21	MILLER ELEMENTARY	010	$3,450.00
21003157	GENESIS INC	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	MILLER ELEMENTARY	010	$298.76
21003158	AMAZON CAPITAL SERVICES	BOOKS; TITLE I FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,339.54

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 04/13/2021 & 04/19/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21003159	PROMOTE MARKETING CONCEPTS, INC.	FLAG; GIFT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$424.46
21003160	THE HORN SHOP	INSTRUMENT REPAIR; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,766.38
21003161	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT	BURBANK HIGH SCHOOL	010	$7,789.19
21003162	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	OFFICE FURNITURE	EMERSON ELEMENTARY	010	$281.13
21003163	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; TITLE III IMMIGRANT EDUCATION FUNDS	ROOSEVELT ELEMENTARY	010	$1,810.39
21003164	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; TITLE III - LEP STUDENT PROGRAM FUNDS	ROOSEVELT ELEMENTARY	010	$2,262.99

PO Count: **148** **Total:** **$439,542.20**

Printed between 04/13/2021 & 04/19/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	146	$434,442.84
110	Adult Education Fund	1	$99.36
120	Child Development Fund	1	$5,000.00
		Total:	**$439,542.20**

5/20/2021

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	
6887322	6887340		26298181	26298204	
6888029	6888175		26299827	26299865	
6890181	6890183		26301396	26301424	
2966571	2967252		591195	591195	
2982500	2982507		26302932	26302942	
			26304081	26304112	
			26305663	26305674	

4/16/21 - 4/23/21	**$ 1,159,026.28**	**4/14/21 - 4/21/21**	**$ 1,092,277.64**

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 20, 2021
SUBJECT:	Ratification and Approval of 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. 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 and approve the instructional consultant services for the purpose of on-site student learning support and staff development, and that authority to sign the agreements be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
RATIFICATION AND APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: May 20, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
Miller Elementary School (Ratification)	The Performing Arts Center of Los Angeles County (The Music Center)	The Music Center will provide a hybrid assembly entitled Sakai Flamenco to parents and students in grades Tk-5 at Miller Elementary School as part of a PTA multicultural family engagement program. The assembly will have everyone up to their feet … clapping, spinning, and trying the sharp footwork of this exciting and emotional dance form.	May 6, 2021	$550.00	01.0-90201.0-11100-10000-5810-2108200
Miller Elementary School	APEX Leadership Co.	APEX Leadership Co. will provide a two-week leadership and fitness program to help raise money for Miller Elementary School. Students in TK-Grade 5 will receive daily character lessons and get pledges for each lap they run around at the APEX Fun Run activity.	9/27/2021 – 10/8/2021	$0	N/A
District Office	Martin Tellez	Mr. Tellez's program will include live drumming and begins with giving thanks to the four directions with copal and the conch shell. Each dance is accompanied with a brief explanation of each dance and the story/meaning behind them. This event is part of the elementary summer academy.	6/9/2021 – 6/10/2021	$1,500.00	01.0-74250.0-11100-10000-5810-5480000

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 3rd of May, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and The Music Center hereinafter referred to as "Consultant."

Payee's Name The Music Center Daytime Phone Number 213-972-4499

Email Address tours@musiccenter.org

Mailing Address 135 North Grand Avenue, Los Angeles, CA 90012

Sponsoring Administrator Judy Hession, Principal at Miller Elementary School

Board Approval Date May 20, 2021

Account String 010-90201.0-11100-10000-5810-2108200 (Miller PTA Gift Fund)

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 $ 550.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on May 6, 2021 and terminating on May 6, 2021.
3. Payment Terms: Upon completion of the assembly
4. Consultant will provide the following services:

   The Music Center will provide a hybrid assembly entitled Sakai Flamenco to parents and students in Grades TK-5 at Miller Elementary School as part of a PTA Multicultural family engagement program.
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	Keith Wyffels Consultant	The Music Center	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

The Music Center on Tour Online

SAKAI FLAMENCO



Sakai Flamenco is a dynamic performing ensemble composed of some of the finest traditional flamenco dancers and musicians in the United States. This fiery, stirring performance of music, rhythm and dance is a powerhouse presentation of flamenco, a style of music and dance that is truly unique. Through the driving rhythms of the guitar, passionate song, hand-clapping, finger-snapping, sharp footwork and cries of encouragement, the artists inspire each other as they carry the audience straight into the soul of this explosive musical dance experience.

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 3rd of May, 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 310-403-9961

Email Address trevorp@apexleadershipco.com

Mailing Address 3436 E. Thousand Oaks Blvd #6325, Thousand Oaks, CA 91362

Sponsoring Administrator Judy Hession, Principal at Miller Elementary School

Board Approval Date May 20, 2021

Account String 010-90201.0-11100-10000-5810-2108700 (Team Jaguar Fundraising Committee)

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 .....**Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on September 27, 2021 and terminating on October 8, 2021.
3. Payment Terms: Upon completion of the APEX Fun Run Program. Note: Do not mail cheque after the program. Will pick up cheque from school.
4. Consultant will provide the following services:

   APEX Leadership Co. will provide a two week leadership and fitness program to help raise money for Miller Elementary School. Students in TK-Grade 5 will receive daily character lessons and get pledges for each lap they run around at the APEX Fun Run activity.
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.

				5/04/2021
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

APEX LEADERSHIP COMPANY

WHY APEX?

OUR MISSION

Our mission is to bring value to elementary schools – with fitness, leadership and funds. More importantly, bring value to your family by investing in a business that changes lives. If you have an entrepreneurial background, take your experience and tools and apply them to a successful, proven business model. And here's what you get back – you get to give, you get to receive.

From your first step of the race – with the company founder and his highly-trained management team surrounding you — you will be given the support, encouragement, tools, and opportunity to build a brand in your marketplace that creates value to schools and to you as a franchisee. Choose a career and business that gives back. Wake up to know that not only will you provide for your family, but you will build tomorrow's leaders one student, one school, at a time. When you are an Apex franchisee, you are surrounded by like-minded people who know that making money isn't exclusive to making a difference. Choose both.

WE BELIEVE

- Encouragement and enthusiasm builds 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 adds up to a lot less of a burden on the typical givers/donors
- 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.

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 May, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Martin Tellez-Aztec Fire Dancers hereinafter referred to as "Consultant."

Payee's Name Martin Tellez Daytime Phone Number 213-300-3791

Email Address xicalupe@aol.com

Mailing Address 2530 W. 7th Street, Los Angeles, CA 90057

Sponsoring Administrator Sandra DeBarros - Principal on Special Assignment

Board Approval Date May 20, 2021

Account String 01.0-74250.0-11100-10000-5810-5480000

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 $ 1,500.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on June 9, 2021 and terminating on June 10, 2021 .
3. Payment Terms: One Time Payment of $1,500.00
4. Consultant will provide the following services: for elementary summer academy

   Program includes live drumming and begins with giving thanks to the four directions with copal and the conch shell.
   Each dance is accompanied with a brief explanation of each dance and the story/meaning behind them.
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.

		Martin Tellez (May 5, 2021 17:16 PDT)	5-5-2021
BUSD Authorized Signature/Title	Date	Consultant Martin Tellez-Aztec Fire Dancers	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



Martin S. Tellez
Biography

Edit

Mini Bio (1)

Martin Tellez is a traditional Aztec Dancer and Aztec Drummer originally from Mexico City. He has performed throughout the United States and internationally presenting authentic indigenous Aztec Dancers to both the native and non-native public.

As a descendant of the Mexicah (or more commonly known "Aztec") people, Martin has dedicated his life to showcasing the beauty and splendor of his ancestral past to live audiences.

Martin was the tribal dancer for the opening scene of the thriller movie "The Relic." More recently, Martin was tapped by Marc Anthony and Jennifer Lopez's new reality show "Q'VIVA The Chosen" to choreograph and perform a traditional Aztec Dance set with cast members.

Today, Martin directs his own ensemble of traditional Aztec Dancers based in Los Angeles, California.

- IMDb Mini Biography By: Martin S. Tellez

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	May 20, 2021
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: May 20, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
Dolores Huertas Middle School	Alisha Nobile	Ms. Nobile will create one of a series of new murals that depicts Dolores Huerta at different stages of her life. This mural will be a focal point of the new library garden.	4/23/2021 – 5/14/2021	$3,000.00	01.0-90201.0-11100-10000-5850-3218200
District Office	Kona Ice North Valley LA	The shaved ice trucks will be part of an end of year celebration for the elementary summer academy. It is also aligned with the unit of study on Antarctica, Science of Water, Ice and Marine Environment.	July 9, 2021	$1,260.00	01.0-74250.0-11100-10000-5850-5480000

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 5th of May, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Alisha Nobile hereinafter referred to as "Consultant."

Payee's Name Alisha Nobile Daytime Phone Number _____

Email Address alishasofia.com

Mailing Address 3869 Glenfeliz Blvd, Los Angeles, CA 90039

Sponsoring Administrator Jennifer Meglemre

Board Approval Date May 20, 2021

Account String 010-90201-0-11100-10000-5850-321-8200

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 $ _____ 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 _____ and terminating on _____.
3. Payment Terms: 50% up front and 50% upon completion
4. Consultant will provide the following services:

   Create a mural outside of the library

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.

				5/6/21
BUSD Authorized Signature/Title	Date	Consultant	Alisha Nobile	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 Me

I was born and raised in southern California; predominantly in Los Angeles. I went to school at Art Center College of Design majoring in Illustration and Fine Art.

I chose this path because it has always been a huge part of my life since I was aged 2. Always drawing anywhere and any time of the day, my parents began to realize that this is something I absolutely could not live without.

I started painting murals about 5 years ago when I applied for an opportunity to paint murals on the electrical boxes around Los Angeles. The project was called City Beautification Project, and I was granted 4 different boxes; two in Venice and two in Atwater Village. From there I began getting inquiries for commissions at restaurants, office spaces, outdoor walls etc.

My mural style was adapted from my brush line work in my ink drawings and paintings. I was always painting women and plants since college and really wanted to hone in on that subject matter. I branched out into what it is now, a simplified version of that, full of subdued yet tranquil color palettes and defined brush strokes within the plants.

The mural I've sketched for Dolores Huerta Middle School connects all of these concepts together. It features Dolores Huerta's portrait (a prominent figure in the civil rights movement for farm workers and for womens' rights), native California plants, and the importance of nature and learning. When I was approached to paint this mural for the middle school I was excited to contribute imagery that would inspire the younger generation to educate themselves and show the power women have from the past to the present.

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 May, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Kona Ice North Valley LA hereinafter referred to as "Consultant."

Payee's Name Kona Ice North Valley LA Daytime Phone Number 818-835-5662

Email Address jhall@kona-Ice.com

Mailing Address 18017 Chatsworth St. #270, Granada Hills, CA 91344

Sponsoring Administrator Sandra DeBarros - Principal on Special Assignment

Board Approval Date May 20, 2021

Account String 01.0-74250.0-11100-10000-5850-5480000

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 $ 1,260.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on July 9, 2021 and terminating on July 9, 2021 .
3. Payment Terms: One Time Payment of $1,260.00
4. Consultant will provide the following services: for elementary summer academy

   The shaved ice trucks will be part of an end of summer school celebration. It is also aligned with the unit of study on Antarctica, Science of Water, Ice and Marine Environment
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.

	05/05/21	Josh Hall (May 5, 2021 16:29 PDT)	05/05/21
BUSD Authorized Signature/Title	Date	Consultant Kona Ice North Valley LA	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

Kona Ice - Consultant Agreement

Final Audit Report 2021-05-05

Created:	2021-05-05
By:	Corielle Lopez (coriellelopez@burbankusd.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtTVGwXkHKVJQLLlaOqnRyZAVEh0gc6zZ

"Kona Ice - Consultant Agreement" History

Document created by Corielle Lopez (coriellelopez@burbankusd.org)
2021-05-05 - 10:36:09 PM GMT- IP address: 209.129.86.6

Document emailed to Josh Hall (jhall@kona-ice.com) for signature
2021-05-05 - 10:36:53 PM GMT

Email viewed by Josh Hall (jhall@kona-ice.com)
2021-05-05 - 10:36:59 PM GMT- IP address: 74.125.209.58

Document e-signed by Josh Hall (jhall@kona-ice.com)
Signature Date: 2021-05-05 - 11:29:56 PM GMT - Time Source: server- IP address: 172.56.30.58

Agreement completed.
2021-05-05 - 11:29:56 PM GMT

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:
The purpose of the ratification of agreement for professional services is to hire an outside psychologist (as a consultant) to provide assessments to Special Education Students. The consultant will assist with assessments, writing the assessment reports and attending IEP's of Special Education Students.

Discussion/Issues:
The District is obligated to provide assessments and implement Individualized Education Plans (IEP's) for students who attend our schools. Due to COVID 19 and the closure of schools, assessments were unable to be completed in the fall of 2020. The District does not have current staff able to support the current caseload overage and is, therefore, contracting with one to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:
Not to exceed $15,000.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Zarik Hacopian, School Psychologist, to provide assessments, written reports and attend student IEP meetings, not to exceed $15,000 (01.0-32150.0-57602-11100-5850-7449000), effective April 1, 2021through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 3rd day of May 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Zarik Hacopian hereinafter referred to as "Consultant."

Payee's Name: Zarik Hacopian Daytime Phone Number: Email Address:

Mailing Address:

Sponsoring Administrator: Matt Hill, Superintendent

Signature Date

Board Approval: 05/20/2021

Account Code: 01.0-32150.0-57602-11100-5850-7449000

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: June 12, 2019

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 $100 per hour▪/ per day □/ per session ▪ for a total not to exceed $15,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 04/01/2021 and terminating on 06/30/2021.
3. Payment Terms: 45 Days

   Provider will conduct assessments for special education students.

4. Consultant will provide the following services:
6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify the agreement to provide professional educational services for the Special Education Student 960031425, 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:

Not to exceed $3,500.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Hayutin & Associations, Inc., to provide educational services for Special Education Student 960031425, not to exceed $3,500 (01.0-65000.0-57602-11900-5850-7440000), effective April 20, 2021 through June 10, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 5th day of May 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Hayutin & Associates, Inc. hereinafter referred to as "Consultant."

Hayutin & Associates, Inc.	courtney@hayutin.biz	310-829-7505 X105
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 2500 Santa Monica Blvd., Ste. 100	Santa Monica	CA	90404
	City	State	Zip

Sponsoring Administrator: Sharon Cuseo	Asst. Superintendent		Special Education
Print Name	Title	Signature	Location

Board Approval Date: 05/20/2021 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 $ 175.00 per hour ☒ / per day ☐ / per session ☒ for a total not to exceed $3,500.
2. The term of the Agreement shall be the period commencing on 04/20/2021 and terminating on 06/10/2021.
3. Consultant will provide the following services:

   Consultant to provide educational therapy services to special education student 960031425. 1 hour twice a week.

4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education	Date	Consultant	Date

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

Burbank Unified School
District Special Education
Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 20, 2021
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 the Special Education Student 960027543, 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 who 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 $4,200.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between the Burbank Unified School District and Burbank Optometric Center, to provide vision therapy for Special Education Student 960027543, not to exceed $4,200 (01.0-65000.0-57700-11900-5850-7440000), effective May 3, 2021 through February 28, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 3rd day of May 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Burbank Optometric Center. hereinafter referred to as "Consultant."

Payee's Name: Burbank Optometric Center Daytime Phone Number 818-845-3549 Email Address: bocappointment@gmail.com

Mailing Address: 1032 North Hollywood Way Burbank, CA 91505
Address City and State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: 05/20/2021

Account Code: 01.0-65000.0-57602-11900-5850-7440000

The assignment ☐ **will or** ☐ **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance. Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____**

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, at a rate of $175 per hour▪/ per day ☐/ per session ▪ for a total not to exceed $4,200 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 05/03/2021 and terminating on 02/28/2022.
3. Payment Terms: Net 45 Days

Consultant to provide 24 sessions of vision therapy for Special Education Student 960027543.

4. Consultant will provide the following services:
6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:
The purpose of the ratification of agreement for professional services is to hire an outside consultant to provide support to Special Education Administrators. The consultant will assist with Special Education compliance issues related to COVID and other legally mandated matters.

Discussion/Issues:
The District is obligated to provide administrative oversite to Special Education programs, mandates and compliance with all state and federal regulations. Due to a combination of the COVID-19 closure of schools, a vacant position and a staff member out on leave, Special Education Administrators require support. The District does not have current staff able to provide the support and is contracting with a consultant to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:
Not to exceed $3,000.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Susan Curtis to provide administrative support with special education compliance mandates, not to exceed $3,000 (01.0-32150.0-57602-11100-5850-7449000), effective May 1, 2021through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 4th day of April 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Susan T. Curtis hereinafter referred to as "Consultant."

SusanT. Curtis _____ _____.
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: _____ _____ _____ _____.
Address City State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval Date: 05/20/2021 Account Code: 010.0-32150.0-57602-11100-5850-7449000

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 $75 per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $3,000.
2. The term of the Agreement shall be the period commencing on 05/01/2021 and terminating on 06/30/2021.
3. Consultant will provide the following services:

   Consultant will provide support for special education management in writing reports and covering IEP meetings.

4. The Consultant shall provide an invoice to the Special Education department of the time spent in providing the services and preparing the products required by this Agreement. Consultant will submit invoices on a monthly basis and will be paid after the invoice has been processed.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date Consultant Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:
The purpose of the ratification of agreement for professional services is to hire an outside consultant to provide professional development for our teachers who are mentors.

Discussion/Issues:
New Teacher Induction Standards require the ongoing training & development of our mentors. Lisa Danielson is a certified Mira Via trainer who will provide training in their Mentoring Matters Program for our new and veteran mentors.

Fiscal Impact:
Not to exceed $8,800.

Recommendation:
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Danielson Educational Consulting to provide professional development, not to exceed $8,800 (01.0-90201.0-50010-21000-5851-7448902), effective May 1, 2021through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

RATIFIED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 6th day of May 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Danielson Educational Consulting hereinafter referred to as "Consultant."

Payee's Name: Danielson Educational Consulting Daytime Phone Number: 530-409-4438 Email Address: danielsons5@me.com

Mailing Address: 2964 Mount View Court Cameron Park, CA 95682

Sponsoring Administrator: Matt Hill, Superintendent
Signature Date

Board Approval: 05/20/2021

Account Code: 01.0-90201.0-50010-21000-5810-7448902

The assignment **will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance. 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 $ per hour▪/ per day □/ per session ▪ for a total not to exceed $8,800 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 05/01/2021 and terminating on 06/30/2022.
3. Payment Terms: 45 Days

Consultant will provide professional development for our mentors.

4. Consultant will provide the following services:
6. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
7. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
8. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
9. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
10. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
11. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Elizabeth Danielson 5/7/21

Tamara Schiern, Director of Special Education Date Consultant Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Gabriella Platten, Administrative Secretary
DATE:	May 20, 2021
SUBJECT:	Ratification of Approval of Contracts C-21113:20:21 and C-21114:20:21 with the Los Angeles County Office of Education for Participation in a Virtual Program of Outdoor Science & Conservation Education

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Background:

For more than twenty years, Outdoor Science School (OSS) has been an integral component of the educational experience at many Burbank Unified School District elementary schools. Typically taking place during the fall and winter months, OSS has become somewhat of a rite of passage for fifth graders. Because of the ongoing COVID-19 pandemic, this year OSS has been restructured to be a virtual science week. There will be a virtual lesson focusing on observation, communication and recording of details about a natural object. Magnifiers and drawstring backpacks will also be provided along with five pre-recorded videos that support instruction on ecosystems and science.

According to the Los Angeles County Office of Education, the OSS curriculum "is focused on the study of ecosystems. Students learn about different types of ecosystems, the parts of an ecosystem, how those parts function together, how humans interact with ecosystems, and about science processes and practices. The curriculum is correlated to the California Next Generation Science Standards."

District-Wide Goals for 2019-2020:

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

Discussion/Issues:

This year an additional two of the District's elementary schools will have fifth graders participating in science week through LACOE. The elementary schools work hard to find ways to fund OSS (through direct parent donations, organized parent group support, and the Burbank Education Foundation) and continue to participate in the program.

The cost for each site participating is $350.00 per class of up to 30 students. Each site is responsible for this cost.

Fiscal Impact:

No direct fiscal impact.

Recommendation:

Peter Knapik, Director, Elementary Education, recommends that the Board of Education ratify the approval of Contracts C-21113:20:21 (Washington Elementary) and C-21114:20:21 (Edison Elementary) with the Los Angeles County Office of Education for Participation in a Virtual Program of Outdoor Science & Conservation Education, effective April 26, 2021 through June 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
PARTICIPATION IN A VIRTUAL PROGRAM
OF OUTDOOR SCIENCE AND CONSERVATION EDUCATION
2020-2021

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE", and

BURBANK UNIFIED SCHOOL DISTRICT – GEORGE WASHINGTON ELEMENTARY, hereinafter referred to as "District/School", mutually agree as follows:

1. BASIS OF CONTRACT

Pursuant to the provisions of Education Code Section 8763, LACOE may enter into Contracts with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for pupils of the District or private school.

A. District/School shall provide the following:

1.1 A certificated staff person who is credentialed to teach in the state of California, (usually the classroom teacher), to supervise students and provide assistance during online class session.

1.2 Ensure that the certificated personnel provide contact email, serve as contact person for the class to communicate necessary details including online access information and attend a brief remote orientation with Outdoor & Marine Science Field Study staff prior to online class session.

1.3 Devices and internet services so that students can access the virtual class session and pre-recorded videos.

1.4 Paper and pencil for student work during virtual class session.

B. During the period beginning the effective date of this contract, LACOE will:

1.1 Provide one 45-minute virtual lesson for 5th or 6th grade students focusing on observation, communication and recording details about a natural object.

1.2 Provide a class set of up to 30 magnifiers and 30 drawstring backpacks.

1.3 Provide a brief remote orientation for the classroom teacher on accessing virtual class session and pre-recorded videos at least one week prior to established date of virtual class session.

1.4 Provide access to 5 pre-recorded videos that support instruction on ecosystems and science.

2. TERM OF CONTRACT

This Contract is effective April 26, 2021 and shall remain in effect through June 30, 2021.

3. PAYMENT

District/School shall pay Three Hundred and fifty Dollars ($350.00) per class of up to 30 students as listed in Exhibit A, attached hereto, incorporated herein, and made a part hereof. Payment shall be made in a lump sum basis with a purchase order. Said purchase order shall be submitted to LACOE Accounting Department by May 30, 2021 at the latest or registration may be cancelled.

4. INDEMNIFICATION

District/School agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District/School from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District/School. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District/School shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District/School and LACOE as their interests may appear.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To LACOE:

Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW-133
Downey, CA 90242-2890

To District/School:

BURBANK UNIFIED SCHOOL DISTRICT – GEORGE WASHINGTON ELEMENTARY
1900 West Olive Ave.
Burbank, CA 91506-2438
ATTN: Brandi Young

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District/School warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/School for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District/School, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District/School is an Independent Contractor and not an officer, employee or agent of LACOE. District/School shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District/School

warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

District/School shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/School shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District/School intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY/WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by LACOE upon thirty (30) days advance written notification.

21. FAILURE TO COMPLY

In the event District/School fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District/School shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District/School warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed

to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

District/School agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District/School and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD-PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have

no liability to pay any funds to District/School under this agreement, and the District/School shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District/School certifies to the best of its knowledge and belief that it and its principals:

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction

(Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

34.4 Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By _____
Terri Lyttaker
Controller

Date _____

BURBANK UNIFIED SCHOOL DISTRICT -
GEORGE WASHINGTON ELEMENTARY

By Sharon Cuseo

SHARON CUSEO
Typed or Printed Name

Title ASST. SUPT. - INSTRUCTION

Date 5/7/2021

mlc 3/14
Report 4/5/21

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT
FOR
PARTICIPATION IN A VIRTUAL PROGRAM
OF OUTDOOR SCIENCE AND CONSERVATION EDUCATION
2020-2021

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE", and

BURBANK UNIFIED SCHOOL DISTRICT – THOMAS EDISON ELEMENTARY, hereinafter referred to as "District/School", mutually agree as follows:

1. BASIS OF CONTRACT

Pursuant to the provisions of Education Code Section 8763, LACOE may enter into Contracts with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for pupils of the District or private school.

A. District/School shall provide the following:

1.1 A certificated staff person who is credentialed to teach in the state of California, (usually the classroom teacher), to supervise students and provide assistance during online class session.

1.2 Ensure that the certificated personnel provide contact email, serve as contact person for the class to communicate necessary details including online access information and attend a brief remote orientation with Outdoor & Marine Science Field Study staff prior to online class session.

1.3 Devices and internet services so that students can access the virtual class session and pre-recorded videos.

1.4 Paper and pencil for student work during virtual class session.

B. During the period beginning the effective date of this contract, LACOE will:

1.1 Provide one 45-minute virtual lesson for 5th or 6th grade students focusing on observation, communication and recording details about a natural object.

1.2 Provide a class set of up to 30 magnifiers and 30 drawstring backpacks.

1.3 Provide a brief remote orientation for the classroom teacher on accessing virtual class session and pre-recorded videos at least one week prior to established date of virtual class session.

1.4 Provide access to 5 pre-recorded videos that support instruction on ecosystems and science.

2. TERM OF CONTRACT

This Contract is effective April 26, 2021 and shall remain in effect through June 30, 2021.

3. PAYMENT

District/School shall pay Three Hundred and fifty Dollars ($350.00) per class of up to 30 students as listed in Exhibit A, attached hereto, incorporated herein, and made a part hereof. Payment shall be made in a lump sum basis with a purchase order. Said purchase order shall be submitted to LACOE Accounting Department by May 30, 2021 at the latest or registration may be cancelled.

4. INDEMNIFICATION

District/School agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District/School from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District/School. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District/School shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District/School and LACOE as their interests may appear.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

To LACOE:

Contracts Section
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW-133
Downey, CA 90242-2890

To District/School:

BURBANK UNIFIED SCHOOL DISTRICT – THOMAS EDISON ELEMENTARY
1900 West Olive Ave.
Burbank, CA 91506-2438
ATTN: Janette Troncoso

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District/School warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/School for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District/School, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District/School is an Independent Contractor and not an officer, employee or agent of LACOE. District/School shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District/School

warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

District/School shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/School shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District/School intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

15. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY/WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

20. TERMINATION

The Contract may be terminated by LACOE upon thirty (30) days advance written notification.

21. FAILURE TO COMPLY

In the event District/School fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

22. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

23. COMPLIANCE WITH LAW

District/School shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District/School warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

24. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed

to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

25. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

26. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

27. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

28. RECORD RETENTION AND INSPECTION

District/School agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District/School and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

29. NO THIRD-PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have

no liability to pay any funds to District/School under this agreement, and the District/School shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

32. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and marijuana products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

33. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District/School certifies to the best of its knowledge and belief that it and its principals:

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 Have not, within a three (3) year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction

(Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

34.4 Have not, within a three (3) year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

By _____
Terri Lyttaker
Controller

Date _____

BURBANK UNIFIED SCHOOL DISTRICT -
THOMAS EDISON ELEMENTARY

By Sharon Cuseo

SHARON CUSEO
Typed or Printed Name

Title ASST. SUPT - INSTRUCTION

Date 5/7/2021

mlc 3/14
Report 4/5/21

BURBANK UNIFIED SCHOOL DISTRICT
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources Services
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources Services
DATE:	May 20, 2021
SUBJECT:	Approval of Agreement for Professional Services

Background:
The purpose of the Agreement for Professional Services with Frontline Technologies is to provide employee absence management and substitute placement to classified and certificated employees during the 2021 – 2022 school year.

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

The term of the agreement is as follows:

July 1, 2021 through June 30, 2022.

Financial Impact:
The financial impact to the District is $27,497 per year.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve the Agreement for Professional Services between the Burbank Unified School District and Frontline to provide employee absence management and substitute placement for classified and certificated employees, effective July 1, 2021 through June 30, 2022, not to exceed $27,497 (01.0-00000.0-00000-72000-5840-7401000) and that authority to sign the Agreement for Professional Services be exercised pursuant to BUSD – AR 3314, as presented.

Quote ID Q-61886
02/23/2021

Frontline Education Renewal Notice

Attn: Burbank Unified School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2021. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this **link** to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your concerns

Description	Start Date	End Date	Qty	Rate	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2021	6/30/2022	1	$27,496.95	$27,496.95
Total					**$27,496.95**

Please use this link to confirm the renewal of your subscriptions.

Need assistance? You can reach us by calling Deborah Romero at or by emailing us at renewals@frontlineed.com.

Laura Hughes
Director, Client Retention and Renewals

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:	Kathy Sessinghaus, Director of Food Services
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	May 20, 2021
SUBJECT:	Approval of Professional Services Agreement with SensLynx

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Background:
Food Services has been using sensor devices to remotely monitor the refrigeration and freezer units for our middle and high schools using an App that provides access to reports and delivers real-time alerts through SMS text messaging to Food Service management personnel. Sous Temp was our previous provider and will no longer be in business past June 30, 2021.

Discussion/Issues:
In the past, we have had units go down when employees are not present to monitor and record the readings. These equipment failures have resulted in thousands of dollars in lost product at some our middle and high schools.

In the last year, we were successfully alerted, multiple times, when the temperature of a unit registered a danger zone outside of normal business hours. We were able to relocate product until proper repairs were made.

Fiscal Impact
The cost for the sensors at the three (3) middle schools and two (2) high schools would be $152.00 per month. Total annual cost not to exceed $1,824.00 for all five (5) schools.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and SensLynx, effective July 1, 2021 through June 30, 2022 (13.0-53100-0-00000-37000-5890-749-0000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Burbank Unified School District

711 4th Street
Encinitas, CA 92024
Tel: 858.204.8130

QUOTE

DATE:	4/28/2021
QUOTE #	4901-DTM
Customer ID	
Valid Until:	5/28/2021

Prepared by: Tom Maguire
Prepared for: Kathy Sessinghaus

Customer

Customer: Burbank Unified School District
Street Address: 1900 W. Olive Ave.
Street Address 2:
City, State, Zip: Burbank, CA 91506
Contact Name: Kathy Sessinghaus
Phone Number: 818-729-4400
Email: kathysessinghaus@burbankusd.org

Product	Quantity	To Be Financed
LoraWan Gateway Hardware & Licensing	5	
Refrigeration Temp/Humidity Sensor & Licensing	10	

If you have any questions about this price quote, please contact:

Tom Maguire @ 858.204.8130 or tom.maguire@senslynx.com

We look forward to working with you!

TERMS AND CONDITIONS

1. Bundled Monthly Cost = **$152.00/month(billed annually at $1,824/year)** and includes:
   - Hardware
   - Monthly licensing costs
   - Shipping & handling
2. Equipment will ship after indicating acceptance of this quote
3. Customer responsible for install of units unless otherwise requested (Additional fee for install if needed)
4. Includes App Access with Unlimited Users
5. 1 Year Warranty on all Hardware

Customer Acceptance (sign below):

x _____

Print Name:

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:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	May 20, 2021
SUBJECT:	Approval of Professional Services Agreement with Eleyo

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Background:
As of July 1, 2016, it has been three years since it was mandated that all Around the Bell families pay their program fee online or by cash at the District Office eliminating time-consuming manual posting and processing of fees. In addition to this option, Horace Mann and Monterey Infant Center families still have the option (with approval from the Child Development Office) of sending their payments by bank check to the District Office or Horace Mann Children's Center.

Discussion/Issues:
The District has been in contract with Eleyo since October 2019, to provide web hosted service for the Around the Bell program, Horace Mann Children's Center and Monterey Infant Center (fee-based parents only). The initial agreement expires on June 30, 2021. The amended agreement includes a new Program Fee (Parent Pay), which is a percentage fee (assessed by Eleyo), during checkout. The system will automatically assess the fee for every electronic payment (card/ACH), based on the gross total of the items in the cart, and collect it as part of the checkout process. Since the parent is paying the fee, this amount is withheld prior to the deposit to the District's bank account. This program fee would replace the payment processing fees BUSD are currently paying (2.79%).

Fiscal Impact
Monthly Software Fee (All Modules) $200; Transaction Fee $0.39 (per online /staff entered payment $.0.39.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Eleyo, to provide a comprehensive Child Care Management System, not to exceed $10,000 monthly (12.0-90602-0-00000-2700-5840-754-0000 and 12.0-90601-0-00000-2700-5840-508-0000) effective July 1, 2021 through June 30, 2022 and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

ELEYO | CUSTOMER PRICING AMENDMENT

This document is an Amendment; for this Amendment to be executed, Customer must be under an active Eleyo Customer Agreement.

CUSTOMER INFORMATION

Customer Name

Federal Tax ID Number

FEE SCHEDULE

Software Fees[1]

Item	Occurrence	Fee
Monthly Software Fee (All Modules)	Monthly	$200
Transaction Fee	Per Online/Staff Entered Payment	$0.39
Managed Facilities[2]	Per Site (Monthly)	N/A

[1]Software Fees are subject to sales tax. Sales tax will be in addition to the stated fees above. If you believe you are exempt from paying sales tax, please provide your state-issued tax exempt paperwork.

[2]Managed Facilities provide approval-based management of your buildings including conflict checking.

Payment Processing Fees

Item	Occurrence	Fee
Program (Parent-Pay) Fee*	Percentage Per Transaction	3.69%

*Program Fees - each electronic payment (card or eCheck) will be assessed a Program Fee in addition to the gross amount of the payment. The Program Fee portion of every payment is withheld prior to deposit to customer's bank account. This pricing model is subject to change at any time based on changes to card brand rules or government legislation. **Program Fees are non-refundable. If a refund occurs, the cardholder will only be refunded for the specific line item(s) and not the Program Fee.**

Payment Acceptance types include: Visa, MasterCard, Discover, American Express, eCheck (ACH).

FEE SCHEDULE NOTES:

ACKNOWLEDGEMENT

By signing below, Customer acknowledges and agress to the following:

- The information contained within is true, correct and complete.
- The FEE SCHEDULE within this Amendment replaces all FEE SCHEDULES agreed to prior to this Amendments execution.
- This document is an Amendment to the previously executed agreement between Customer and Eleyo. All of the terms, other than those relating to the FEE SCHEDULE are still in full effect.

Signature | Authorizer Signer for Customer

Date

Name | Authorized Signer

Title | Authorized Signer

Eleyo is a partnership between Arux Software and Persolvent. Persolvent is a registered PAYFAC of Worldpay.

VESION 202101

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:	May 20, 2021
SUBJECT:	Amendment of Award of Contract, Garland/DBS Inc. (GDI), Roof Maintenance Agreement, District-Wide (Deferred Maintenance)

Background:
A comprehensive roof maintenance program helps prevent premature deterioration and keep the District's roofing assets in top working order. Keeping the roofs in good shape will help lower the total roofing costs by significantly extending the roof's service life.

The following bids were submitted:

ADCO Roofing & Waterproofing	$149,979.00
R&R Roofing & Waterproofing, Inc.	$159,485.00
L&L Roofing	$165,554.00

ADCO Roofing & Waterproofing, a subsidiary of Garland/DBS, Inc. (GDI), was selected to provide roof assessment, preventative maintenance, and leak repair services for the District.

District-Wide Goals for 2019-2020:
7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

7.4 Continue to ensure that all school safety plans are compliant as per California Department of Education Safety Plan mandates and implement professional development for all employees before school starts.

7.7 Continue construction/modernization projects according to the General Obligation Bond Implementation Plan and develop a long-term maintenance plan.

Discussion/Issues:
The DryZone Program includes preventative maintenance that will be performed two (2) times per year and will consist of two (2) labor days, including housekeeping, at each of the twenty (20) schools. Total of 80 labor days are included in this price. Leak Repairs will consist of up to two (2) labor days to remediate. Any large repairs as noted will be repaired temporarily and an additional proposal for the larger repairs will be furnished to Burbank USD for approval. Renew annually.

Financial Impact:
$149,979 (Deferred Maintenance)

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education amend an award of contract between Burbank Unified School District and Garland/DBS Inc. (GDI), Waterproofing for a Roof Maintenance Agreement District-Wide, effective March 5, 2021 through March 5, 2022, not to exceed $149,979 (14.0-00000-0-00000-81000-5810-740-0523) Deferred Maintenance, and that authority to sign the agreement be exercised pursuant to BUSD – AR3314, as presented.

Note: The original agreement was board approved on March 4, 2021. This amended agreement corrects the vendor's name from ADCO Roofing & Waterproofing to Garland/DBS Inc. (GDI).

Burbank Unified School District
Facilities 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:	Kathy Yaeger, Senior Administrative Assistant
DATE:	May 20, 2021
SUBJECT:	Acceptance of Notice of Completion, Field Contract #2021-008, Furnish and Install Batting Cage Post Padding at Olive and McCambridge Park Fields (Joint Use Capital Fund)

Background:
Public Contract Code Section 7107 defines the District's obligation for final payment on a public improvement project. The District must pay to a contractor all undisputed amounts within 60 days of completion of a project. A Notice of Completion is not mandatory, nor does the date of its filing define the completion of a project. Once a District does file the Notice of Completion with the County Recorder's Office, however, subcontractors and suppliers are allowed 30 days to file a valid stop notice against any funds held by the District for final payment to the general contractor. Not filing the Notice of Completion allows the 30-day window to extend to 90 days or more. If a valid stop notice is filed, the District must withhold 125% to 150% of the value of the stop notice until a release is filed or other legal resolution is reached.

District-Wide Goals for 2019-2020:
7.1 Continue to provide a clean, safe, and energy-efficient learning environment for all students and employees.

Discussion/Issues:
Per the Joint Use Agreement, the District and City of Burbank share use of each other's facilities. High school athletic programs use the fields at Olive and McCambridge parks. The City recently funded a batting cage project at both Olive and McCambridge fields. The high school coaches requested that the batting cage posts be padded for safety. At their February 23, 2021 meeting, the Joint Use Committee agreed to fund the installation of padding at both fields with the Joint Use Capital Fund.

Fiscal Impact:
The total cost of the completed project at the City of Burbank Olive and McCambridge fields is $18,465.87 (Joint Use Capital Fund).

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education accept the following as completed: furnish and install batting cage post padding at Olive and McCambridge Park Fields, not to exceed $18,465.87 (01.0-81500.0-00000-85000-6170-752-3300) Joint Use Capital Fund, and that authority to sign the contract be exercised pursuant to BUSD-AR 3314, as presented.