BURBANK UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
REGULAR MEETING

Thursday, June 03, 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.

To allow translation in Spanish, Armenian, and ASL, the District will be using a Zoom Webinar platform until meetings can resume in person. If you require Spanish, Armenian, or ASL translation of the meeting, please email kimberleyclark@burbankusd.org prior to 3:00 p.m. the day before the meeting to receive a registration link.

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 3:00 p.m. the day before the meeting stating your full name.

2. Speakers are asked to log into the Board meeting virtually through the Zoom invitation no later than 6.30 p.m. The meeting will open at 6:30 p.m. and will be locked at 7:00 promptly. Please note that only those individuals who have emailed Kimberley Clark prior to 3:00 p.m. the day before the meeting will be allowed to enter the Zoom webinar. Upon receipt of an email request, the Zoom meeting login details will be emailed to each individual speaker. (Speakers should rename their Zoom profile to indicate their real name to expedite this process.)

3. Speakers are asked to leave their mics muted and their video inactive until it is their turn to speak. When it is time for a speaker to address the Board, the speaker's name will be called and the speaker should activate his or her mic and video (video is optional at the speaker's discretion). Speakers must be present in the Zoom webinar when their name is called in order to address the Board. Speakers are also requested to state their name prior to addressing the Board. After a speaker completes their public comment, or if the five-minute (5) time limit has been reached, the speaker will be removed from the meeting. Public speakers may stream the meeting at www.burbankusd.org/boemeetings. Public Speakers who choose to stream the meeting live are asked to please turn down the volume while they are speaking to avoid feedback.

Please note that Public Comments will no longer be accepted via email or voicemail. If you have questions or need assistance regarding the process, please email Kimberley Clark at kimberleyclark@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 3:00 p.m. on June 2, 2021. The meeting will be locked at 7:00 p.m. promptly on June 3. Please note that only those individuals who have emailed Kimberley Clark prior to 3:00 p.m., Wednesday, June 2, will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda, item 1a to see the 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

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

5. REPORTING ON CLOSED SESSION

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

7. ITEMS FOR FUTURE AGENDAS

8. PRESENTATIONS / RECOGNITIONS

8.a Recognition of Outgoing School Facilities Oversight Committee (SFOC) Members
Matt Hill, Superintendent, will lead the Board in a recognition of outgoing School Facilities Oversight Committee Members Elena Hubbell and Brian Smith.

8.b Recognition of Dolores Huerta Middle School Activism Club
John Paramo, Assistant Superintendent, Educational Services, will facilitate the recognition and introduce Jennifer Meglemre, Principal, Dolores Huerta Middle School, and Lori Pacino, Teacher and Activism Club Advisor, who will report on fundraising efforts to help build a well in Sudan.

8.c Recognition of John Burroughs High School Mascot Renaming
John Paramo, Assistant Superintendent, Educational Services, will facilitate the recognition and introduce Marsha Ramos, Burbank Human Relations Council President, who will recognize Nadaly Jones, John Burroughs High School Associated Student Body President, and the John Burroughs High School Associated Student Body for their work on the mascot renaming at

John Burroughs High School.

8.d Recognition of Uniform Donation to John Burroughs High School Girls' Varsity Teams
John Paramo, Assistant Superintendent, Educational Services will facilitate the recognition and introduce Deborah Madrigal, Principal, John Burroughs High School, who will recognize Linda Bessin for her donation of $29,670 to purchase new uniforms for John Burroughs High School Girls' Varsity Teams.

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 3:00 p.m. on June 2, 2021. The meeting will be locked at 7:00 p.m. promptly on June 3. Please note that only those individuals who have emailed Kimberley Clark prior to 3:00 p.m., Wednesday, June 2, will be allowed to enter the Zoom meeting (please see the Notice to Public in the agenda, item 1a to see the 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 First Reading of BUSD District-Wide Goals for 2021-2022
Matt Hill, Superintendent, will facilitate a first reading of the BUSD District-Wide Goals for 2021-2022, as presented.

First Reading of District Wide Goals_2021-2022_060321.pdf

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

Matt Hill, Superintendent, will report on the progress of the Diversity, Equity, and Inclusion (DEI) Committee, as presented.

DEI Update 060321.pdf

11. NEW AND/OR UNFINISHED BUSINESS

11.a Second Reading and Approval of Proposed Revisions to Board Policy 6161.1 and Administrative Regulation 6161.1

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.

Second Reading and Approval BP and AR 6161.1 with BP.pdf

11.b Approval of Job Description and Approval of Salary for Executive Assistant to the Board of Education and Superintendent

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the job description and salary for the Executive Assistant to the Superintendent, effective July 1, 2021, as presented.

Executive Assistant to the BOE and Superintendent.pdf

11.c Approval of Salary Placement and Reduction of Work Days for Program Specialist II on the Certificated Supervisors and Managers, Salary Schedule A Range HH

Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the salary placement and reduction of work days for Program Specialist II on the Certificated Supervisors and Managers, Salary Schedule A Range HH, effective July 1, 2021, as presented.

Program Specialist II.pdf

11.d Approval of the Chuck Lorre Family Foundation Grant Agreement for Supporting the Salary for the Arts and Career Technical Education Coordinator

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Chuck Lorre Family Foundation Grant Agreement between the Burbank Unified School District and the Chuck Lorre Family Foundation, effective June 4, 2021 through June 30, 2023, in the amount of $180,000, and that authority to sign the agreements be exercised pursuant to BUSD—AR 3314, as presented.

Approval of CLFF Grant with Agmt.pdf

11.e Adoption of Resolution 45 for the Elimination or Reduction of Services for Classified Positions

Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 45 for the Elimination or Reduction of Services for Classified positions, as presented.

Resolution 45-Reduction in Force.pdf

11.f 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_060321.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 Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Special Meeting of May 15, 2021, as presented.

Minutes.05.15.21.SP.pdf

12.b Approval of Minutes
Matt Hill, Superintendent, recommends that the Board of Education approve the minutes of the Regular Meeting of May 20, 2021, as presented.

Minutes.05.20.21.pdf

12.c Approval of Personnel Report Number 20-21-19
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education approve Personnel Report number 20-21-19, covering Certificated and Classified personnel, and consisting of Pages 1 to 10 inclusive, as presented.

Personnel Report.pdf

12.d 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 May 10, 2021, as presented.

2020-2021 Purchase Order Report.pdf

12.e Approval of Warrants
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve payroll warrants in the total amount of $9,786,881.73 commercial warrants in the total amount of $3,715,809.99, as presented.

Warrants.pdf

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

Approval of Instructional Consultants.pdf

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

Approval of Non-Instructional Consultants.pdf

12.h Approval of Articulation Agreement with Los Angeles Valley College
Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the articulation agreement between the Burbank Unified School District and Los Angeles Valley College, for Introduction to Bookkeeping, effective June 4, 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.

Approval of Articulation Agmts with LAVC with Agmt.pdf

12.i Approval of 2021-2022 Courses and Instructional Minutes for the Independent Learning Academy
John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2021 through June 30, 2022, as presented.

ILA Course Approval Inst Minutes 2021.pdf

12.j Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies
Tamara Schiern, Director, Special Education, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57601-11800-5810-7440000, 01.0-65460.0-57601-11800-5810-7440000, 01.0-65000.0-57601-11804-5810-7440000, 01.0-33270.0-57601-11800-5810-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Service Agreements for NP NS Schools and Agencies.pdf

12.k Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies
Tamara Schiern, Director, Special Education, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian schools and agencies (01.0-65000.0-57601-11800-5810-7440000, 01.0-65460.0-57601-11800-5810-7440000, 01.0-65000.0-57601-11804-5810-7440000, 01.0-33270.0-57601-11800-5810-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

Master Contract Renewal for NP NS Schools and Agencies.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 the Burbank Unified School District and

Leah Ellenberg, Ph.D., to provide an Independent Neuropsychological Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960033193, not to exceed $6,000 (01.0-65000.0-57602-11900-5850-7440000), effective May 13, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960033193_Leah Ellenberg_Ratified.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 the Burbank Unified School District and Dr. Karen Epport, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960010452, not to exceed $1,600 (01.0-65000.0-57602-11901-5850-7440000), effective May 1, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960010452_Karen Epport_Ratified.pdf

12.n Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend 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 December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was May 6, 2021. The effective date is from April 7, 2021 through June 30, 2021. The amendment extends the end date from June 30, 2021 to December 30, 2021. Due to school ending on May 26, the assessor is unable to complete the IEE by June 30, 2021. Therefore, the date needs to be extended through December 30, 2021.

SPED Student 960024370_Carlos Flores_Amended.pdf

12.o Approval of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Sonja Biggs Educational Services, Inc., to provide an intervener professional, not to exceed $89,713 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 160003888_Sonja Biggs Educational Services.pdf

12.p Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Susan Martin, to support Special Education Students, not to exceed $1,180 (01.0-65000.0-57602-11900-5850-7440000), effective March 1, 2021 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 March 18, 2021. The original effective date was from March 1, 2021 through May 28, 2021. This amendment extends the end date to June 30, 2021. This amendment also increases the total to $1,180.

SPED Consultant Agreement_Susan Martin_Amended.pdf

12.q Approval of Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Adriana Anaya Navarro, PsyD., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013929, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 3, 2021 through December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

SPED Student 960013929_Adriana Anaya Navarro_IEE.pdf

12.r Amended Agreement for Professional Services (Special Education)
Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and West Shield Adolescent Services, to escort and transport special education students to out of state residential facilities, not to exceed $36,000 (01.0-07240.0-50010-36000-5812-7440000), 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 Board Approval date was June 18, 2020. The approved not to exceed amount was $10,000. On November 5, 2020 an additional $20,000 was added to the original amount. This amendment is to add an additional $6,000. The total to exceed will be $36,000.

SPED Professional Services_West Shield_Amendment.pdf

12.s Amended 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 Professional Tutors of America, to provide Learning Loss Mitigation Intervention supports to students with IEPs, not to exceed $22,800 (01.0-32150.0-57602-11100-1130-7449000), effective January 25, 2021 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 February 18, 2021. This amendment is to extend the end date from May 28, 2021 to June 30, 2021.

SPED Consultant Agreement_Professional Tutors_LLM Program_Amended.pdf

12.t Amended 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 Professional Tutors of America, to provide support to BUSD teachers for assessments, written

reports and attend student IEP meetings, not to exceed $56,400 (01.0-65000.0-50010-36000-5813-7440000), effective January 4, 2021 through May 28, 2021 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was February 4, 2021. We are having to add an additional $6,400 to the agreement due to additional hours the teacher had provided.

SPED Consultant Agreement_Professional Tutors_Credentialed Teacher_Amended.pdf

12.u Approval of Contract with Los Angeles County Office of Education for Positive Behavior Interventions and Support (PBIS) Consulting and Training Services

Stacy Cashman, Director of Student Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and the Los Angeles County Office of
Education #C20842:21:22 to provide training materials and online programming for the District's PBIS program, effective July 1, 2021 through June 30, 2022, not to exceed $131,500, 01.0-74250.0-00000-21400-5810-7429000 (COVID funds), and that authority to sign the agreement be exercised according to BUSD – AR 3314, as presented.

PBIS Board 21-22.pdf

12.v Approval of 2021-2022 Burbank Adult School Course Offerings

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the 2021-2022 Burbank Adult School course offerings, as presented.

BAS Course Approval CDE 21-22.pdf

12.w Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #8 between Burbank Unified School District and Deluxe Media Inc. f/k/a Deluxe Digital Studios Inc. for use of 60 parking spaces located behind Providencia Elementary School (accessed from Pacific Avenue). The renewal includes the following amendments: (1) extend the term of the lease through June 30, 2022, and (2) increase the monthly fee by 5% in accordance with the agreement from $5,065.55 to $5,318.83 for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Deluxe Media Amendment #8.pdf

12.x Approval of Contract for High Trails, Inc. for Miller Elementary Outdoor Science School

Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the contract with High Trails, Inc. effective June 4, 2021, through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

OSS_Miller_2021-22.pdf

12.y Approval of Independent Learning Academy Master Agreements

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for 7th and 8th

Grade Students, the Independent Learning Academy Master Agreement for High School Students, and the Request for Extension of Contract Time, effective July 1, 2021, as presented.

Approval of ILA Master Agreements with Agmts.pdf

12.z Approval of District Memberships 2021-2022
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the memberships in professional organizations for 2021-2022, as presented.

District Memberships 2021-22.pdf

12.aa Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2021 through June 30, 2022, not to exceed $200,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund) and (01.0-65000.0-50010-21000-5820-7440000) (Special Education Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Lozano Smith 2021-22.pdf

12.ab Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2021 through June 30, 2022, not to exceed $150,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

Hatch & Cesario - Sped Atty 21-22.pdf

12.ac Approval of Agreement for Professional Services, Atkinson, Andelson, Loya, Ruud & Romo (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2021 through June 30, 2022, not to exceed $200,000 per year (01.0-00000.0-00000-72000-5820-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AALRR Agreement 2021-22.pdf

12.ad Approval of Agreement for Professional Services, TLC Auctions
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR

3314, as presented.

TLC Auctions - Surplus Agreement 21-22.pdf

12.ae Approval of Piggybackable Contracts for Equipment, Materials and Services 2021-2022
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2021-2022 school year, as presented.

Piggybackable Contracts 2021-22.pdf

12.af Approval of Agreement for Field Trip, Athletic and Extra-Curricular Transportation with Durham School Services, LP (General Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify Amendment Number seven to the agreement between Burbank Unified School District and Durham School Services, L.P., to provide Field Trip, Athletic and Extra-Curricular Transportation services, effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Durham Extra Curricular Agmt.pdf

12.ag Approval of Agreement for Professional Services, BSN Sports
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District's John Burroughs High School and BSN Sports for the purchase of athletic apparel and equipment, effective July 1, 2021, through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BSN Sports Agmt - JBHS.pdf

12.ah Approval of Amended Agreement for Bond Accounting Software, California Financial Services (CFS) (Bond Fund)
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and California Financial Services (CFS) for the KeyAnalytics Services system effective July 1, 2019 through June 30, 2022, not to exceed $85,000 per year (21.0-00000.0-92000-85000-5840-7400021), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original agreement was Board approved June 6, 2019 for an annual fee of $60,000. On February 4, 2021 an amendment was approved by the Board for an increase of $15,000 000 due to the additional cost of .02 for OPSC revenue generation of $706,454 Bret Hart Elementary School OPSC project. This amendment increase of $10,000 is due to the additional cost of .02 for OPSC revenue generation of $727,622 for Stevenson Elementary School project.

CFS Amended Agreement - OPSC Stevenson Project.pdf

13. ADJOURNMENT

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley Clark, Executive Assistant to the Superintendent
DATE:	June 3, 2021
SUBJECT:	First Reading of BUSD District-Wide Goals for 2021-2022

Background:

Each year the Board of Education meets to review the current-year District-Wide Goals. With the implementation of the Local Control Funding Formula (LCFF), the state of California requires an annual adoption of the Local Control Accountability Plan (LCAP) which includes the District's goals. The LCAP is the accountability tool that describes for the District the goals—and specific actions to achieve the goals—and is aligned with the District-adopted budget.

Discussion/Issues:

The District-Wide Goals were initially developed in September 2014 by District staff working collaboratively with the LCAP Advisory Committee to ensure that the goals encompassed the state priorities. The District-Wide Goals were last updated and approved on June 20, 2019, for the 2019-2020 school year.

On Saturday, May 15, 2021, the District held a Special Board Meeting to conduct a Study Session for senior staff to receive input from the Board of Education in order to revise the Goals for the 2021-2022 school year. A draft of the proposed Goals developed during the Study Session accompanies this report and will serve as the basis for discussion and potential further revision.

Fiscal Impact:

The BUSD District-Wide Goals serve to guide and direct priorities for District resources including staff emphasis, time, and District budget development for 2021-2022.

Recommendation:

Matt Hill, Superintendent, will facilitate a first reading of the BUSD District-Wide Goals for 2021-2022, as presented.

Districtwide Goals 2021-2022

FIRST READING: June 3, 2021

1. **Students will be career/college ready via high-quality instruction**
   - 1.1 Continue to promote a culture of academic success and implement proactive interventions to decrease the number of D and F grades in secondary schools and the number of 1 and 2 grades in elementary schools by 3%.
   - 1.2 Increase the number of high school students who have completed a-g requirements for college eligibility by 2%.
   - 1.3 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes and programs; increase the number of dual enrollment classes with our community college partners; and, expand and strengthen career pathways that lead to work and/or continuing education.
   - 1.4 Expand distance learning opportunities (Independent Learning Academy (ILA) for grades 7-12 and independent studies for grades TK-6) to meet the needs of students who do not return to in-person learning.
   - 1.5 Increase the percentage of English learner (EL) students reclassified as proficient in English and continue to monitor the progress of students in all academic areas by 2%.
   - 1.6 Continue to implement the Special Education Master Plan.
   - 1.7 Maintain access to visual and performing arts education and implement the BUSD Arts for All Plan.
   - 1.8 Develop interventions and supports for students impacted by COVID.
   - 1.9 Develop a committee to review the possibility of providing students within four years the opportunity to complete two years of community college and/or apprenticeship before they graduate.

2. **Students will be physically, emotionally, and mentally healthy**
   - 2.1 Increase mental health resources via a trauma-informed approach (using COVID Stimulus funding) and work with students to communicate resources to increase the percentage of students who report via a survey "my school provides resources for supporting students' mental health" by 5%.
   - 2.2 Continue to implement Positive Behavior Intervention and Supports (PBIS) and other interventions to maintain or decrease absenteeism and suspension rates on California Dashboard.

3. **Recruit and retain highly qualified employees**
   - 3.1 Develop a plan with the Employee Resource Group (ERG) to recruit, hire, and retain highly qualified, talented, and diverse employees.
   - 3.2 Implement professional development focused on Diversity, Equity, and Inclusion.

4. **Maintain efficient and effective operations**
   - **4.1** Work with the Superintendent's Budget Advisory Committee to identify efficiencies, identify cost-saving opportunities, and develop a system or process to provide increased transparency about the District's financial and budget information.

4.2 Continue construction/modernization projects according to the General Obligation Bond Implementation Plan (Measure S).

4.3 Develop a long-term facilities maintenance plan to ensure our school facilities are and will be cared for appropriately.

4.4 Evaluate the ongoing role and responsibilities of the School Facilities Oversight Committee as the last major bond project is underway, and Measure S bond funds will soon be exhausted.

4.5 Develop a process to allow for an innovative and equitable fundraising pathway for new programs.

4.6 Review and prioritize strategies within the communications plan.

Diversity, Equity, and Inclusion (DEI) Committee Update

June 3, 2021

EMPLOYEE RESOURCE GROUP (ERG)

Created three subgroups:

- **Definitions - Continuing to work on common DEI definitions for Burbank Unified.**
- **Professional Development – Entire ERG received an overview of the California Teachers Association (CTA) professional development for unconscious bias. The subgroup will continue to review professional development opportunities for employees that will start before back to school this fall.**
- **Communications – Will develop a communications plan for the upcoming year sharing the work of the ERG. Will also develop surveys for employees.**

ENGAGEMENT UPDATE

- **Starting to identify potential panels, especially ones that focus on students**
- **Continuing to reach out to PTA DEI committees to collect best practices**
- **Continue to update DEI website to share resources and information https://www.burbankusd.org/dei**
- **Nominate a Diversity Champion https://www.burbankusd.org/Page/2971**

INSTRUCTION UPDATE

- Based on the Board of Education's feedback, revised the draft policy for the selection criteria for instructional materials- BP 6141 and AR 6141 and will be presented at tonight's Board of Education meeting (6/3).

POLICY UPDATE

- **Will work with the ERG to provide feedback regarding DEI definitions**
- **Will continue to identify polices and administrative regulations that should be reviewed**

Questions?

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 3, 2021
SUBJECT:	Second Reading and Approval 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, Instructional Services, Teacher on Special Assignment for Induction and Professional Development, Assistant Superintendent, Educational Services, a site principal, and three assistant principals began the process of reviewing the criteria for the selection of instructional materials in January, 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.

The first draft contained twenty suggestions from all stakeholder groups to change the draft. The current draft reflects the following changes: Removal of any use of the "N" word in instructional materials, including the opt-out provision; and the expansion of diverse representation language for both instructional materials and the composition of the selection and evaluation committee.

Fiscal Impact:

At this time there is no fiscal impact.

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.

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.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)
(cf. 0440 - District Technology Plan)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 6000 - Concepts and Roles)
(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6162.5 - Student Assessment)
(cf. 6163.1 - Library Media Centers)

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)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

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)

(cf. 9322 - Agenda/Meeting Materials)

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

(cf. 6142.92 - Mathematics Instruction)

2. Science

(cf. 6142.93 - Science Instruction)

3. History-social science

(cf. 6142.94 - History-Social Science Instruction)

4. English language arts, including the English language development component of an adopted program

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6174 - Education for English Learners)

5. World language

(cf. 6142.2 - World Language Instruction)

6. Health

(cf. 6142.8 - Comprehensive Health Education)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

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)

(cf. 0460 - Local Control and Accountability Plan)

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.

(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Legal Reference:

EDUCATION CODE
220 Prohibition against discrimination
1240 County superintendent, general duties
33050-33053 General waiver authority
33126 School accountability report card
35272 Education and athletic materials
44805 Enforcement of course of studies; use of textbooks, rules and regulations
49415 Maximum textbook weight
51501 Nondiscriminatory subject matter
52060-52077 Local control and accountability plan
60000-60005 Instructional materials, legislative intent
60010 Definitions
60040-60052 Instructional requirements and materials
60060-60063.5 Requirements for publishers and manufacturers
60070-60076 Prohibited acts (re instructional materials)
60110-60115 Instructional materials on alcohol and drug education
60119 Public hearing on sufficiency of materials
60200-60210 Elementary school materials
60226 Requirements for publishers and manufacturers
60350-60352 Core reading program instructional materials
60400-60411 High school textbooks
60510-60511 Donation for sale of obsolete instructional materials
60605 State content standards
60605.8 Common Core State Standards
60605.86-60605.88 Supplemental instructional materials aligned with Common Core State Standards
CODE OF REGULATIONS, TITLE 5
9505-9530 Instructional materials

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Instructional Materials FAQ
01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Standards for Evaluating Instructional Materials for Social Content, 2013
WEB SITES
CSBA: http://www.csba.org
Association of American Publishers: http://www.publishers.org
California Academic Content Standards Commission, Common Core State Standards: http://www.scoe.net/castandards
California Department of Education: http://www.cde.ca.gov

Policy adopted: CSBA MANUAL MAINTENANCE SERVICE October 2020

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. The district is committed to including Black, Indigenous, People of Color (BIPOC) stakeholders, teachers and staff in the selection and evaluation of materials process.

(cf. 6020 - Parent Involvement)

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.

(cf. 1220 - Citizen Advisory Committees)

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.

(cf. 5020 - Parent Rights and Responsibilities)

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

(cf. 6011 - Academic Standards)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

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)

(cf. 6161.11 - Supplementary Instructional Materials)

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.

For all grades, the use of the "N" word is not allowed in instructional materials that are mandated for all students to read.

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

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

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.

(cf. 1325 - Advertising and Promotion)

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

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

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

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6142.2 - World Language Instruction)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)

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

9. Fosters respect for all people.

10~~9~~. 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~~10~~. Provide for a wide range of materials at all levels of difficulty, with appeal to students of varied interests, abilities, and developmental levels

12~~11~~. Stimulate discussion of contemporary issues and improve students' thinking and decision-making skills

13~~12~~. As appropriate, have corresponding versions available in languages other than English

1413. Include high-quality teacher's guides

1514. 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. Be both available and comparable to other, equivalent instructional materials (Education Code 60052)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

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

3. Protect the privacy of student data

(cf. 6157 - Distance Learning)

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

(cf. 9270 - Conflict of Interest)

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

Literary texts, novels, non-fiction selections, anthologies and collected 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.

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Regulation approved: CSBA MANUAL MAINTENANCE SERVICE
October 2020
Instruction E 6161.1(a)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS

Whereas, the Governing Board of the *(name of school district)*, in order to comply with the requirements of Education Code 60119, held a public hearing on *(date)*, at *(time)* o'clock, which is on or before the eighth week of school (between the first day that students attend school and the

end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the district stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which sufficient textbooks or other instructional materials were provided to all students, including English learners, in the *(name of school district)*, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, textbooks or instructional materials in core curriculum subjects should be aligned with state academic content standards and/or the Common Core State Standards adopted by the State Board of Education;

Finding of Sufficient Textbooks or Instructional Materials
Whereas, sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks were provided to each student, including each English learner, in the following subjects:

- Mathematics: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

_____
_____

- Science: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

_____
_____

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

- History-social science: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

_____

_____

- English language arts, including the English language development component of an adopted program: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

_____
_____

- World language: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

_____
_____

- Health: *(List adopted textbooks or instructional materials for this subject for each grade level or school as well as applicable state adoption cycle.)*

_____
_____

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the (*year*) school year, the *(name of school district)* has provided each student with sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks.

Finding of Insufficient Textbooks or Instructional Materials

Whereas, information provided at the public hearing and to the Board at the public meeting detailed that insufficient standards-aligned textbooks or other instructional materials were provided to students in the following subjects and grade levels at district schools: *(For each school, list the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in mathematics, science, history-social science, English language arts, world language, and health.)*

_____
_____

E 6161.1(c)

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS (continued)

Whereas, sufficient textbooks or other instructional materials were not provided at each school listed above due to the following reasons: *(For each school at which there is an insufficiency, list*

the reasons that each student does not have sufficient instructional materials in each subject and grade level listed above.)

_____
_____

Therefore, it is resolved, that for the (*year*) school year, the *(name of school district)* has not provided each student with sufficient textbooks or other instructional materials that are consistent with the cycles and content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient standards-aligned textbooks or other instructional materials in all subjects that are consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made. *(List actions to be taken to resolve insufficiency.)*

_____
_____
_____

PASSED AND ADOPTED THIS day of at a meeting, by the following vote:

AYES:_____ NOES:_____ ABSENT:_____

Attest:

_____ _____
Secretary President

Exhibit version: CSBA MANUAL MAINTENANCE SERVICE October 2020

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:	June 3, 2021
SUBJECT:	Approval of Job Description and Approval of Salary for Executive Assistant to the Board of Education and Superintendent

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Background:
The job description for the Executive Assistant to the Board of Education and Superintendent is being established as part of a staffing reorganization in the Superintendent's office. This position and salary are being proposed because the current .5 FTE allocated for the Superintendent's Office Assistant position will be frozen upon Rose Garcia's retirement.

Discussion/Issues:
The revised and proposed job description incorporates duties currently performed by the Superintendent's Office Assistant. Those duties, amongst others, have been incorporated into the revised job description for the Executive Assistant to the Board of Education and Superintendent.

Fiscal Impact:
The salary for the Executive Assistant to the Board of Education and Superintendent will be placed in Range A of the Confidential Employees Salary Schedule C. The freezing of the .5 FTE currently occupied by the Superintendent's Office Assistant will result in net savings to the District.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the job description and salary for the Executive Assistant to the Superintendent, effective July 1, 2021, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

CLASS TITLE: **EXECUTIVE ASSISTANT TO THE BOARD OF EDUCATION AND SUPERINTENDENT**

BASIC FUNCTION:

Under the direction of the Superintendent of Schools, **perform responsible administrative support for the Board of Education; plan and organize office activities, perform varied and complex secretarial duties for the Superintendent's office; provide** administrative assistance; perform tasks associated with the Board of Education's agendas and meetings; organize and coordinate workflow and communications; serve as office manager.

RESPONSIBILITIES:

- Organize and manage the Office of the Superintendent and act as confidential assistant to the Superintendent **and the Board of Education**; ensure efficiency of office operations; relieve the Superintendent of administrative detail; **assist the Board of Education and Superintendent to maintain communication and collaboration between and among the District, staff, students, parents, and the community at-large.**
- Receive, screen, respond to and route telephone calls; greet and assist visitors; refer callers or visitors to appropriate staff members; take and relay messages; respond to requests, inquiries, complaints and questions from parents, officials, staff and the public, representing the Superintendent by phone and written communication; interpret policies and regulations to officials, staff and the public.
- Receive and maintain confidential correspondence and sensitive files.
- Take and transcribe using any form of dictation or note taking, letters, reports, bulletins, and memoranda, including material of a confidential nature and matters related to employer/employee relations and collective bargaining.
- Independently compose correspondence on own initiative regarding matters not requiring personal response from Superintendent.
- Serve as a member of the Management team and other committees as assigned by the Superintendent.
- **Maintain calendar of the members of the Board of Education and Superintendent using initiative and discretion on scheduling, rearranging appointments, and establishing complex meetings/appointments; schedule meetings and arrange conference registration and travel itinerary for members of the Board of Education and the Superintendent.**
- **Lead in the preparation and distribution of meeting notices, agendas, and minutes for meetings of the Board of Education and other groups.**
- **Responsible for attending Board meetings, taking, preparing and finalizing, and distributing official minutes.**
- **Maintain an understanding of Board and District policies and procedures, and of the functions of the Superintendent's Office and their relation to the District operations as**

a whole. Advise on and monitor compliance with Brown Act, California Ed Codes, and District Policies.

- **Coordinates the secretarial activities required by the Board of Education in fulfillment of their official duties and responsibilities; communicate with Board members to assure members are informed on relevant professional development, media, governmental and political meetings, in keeping with the Board's work, including but not limited to, CSBA, CDE, and LACOE.**
- **Lead in the timely completion and maintenance of a variety of complex and confidential files, records, and reports related to the Board of Education and Superintendent. Specifically, responsible for completing and maintaining up-to-date official minutes of all Board meetings and public cataloging of Board meeting documents. Maintain the official copy of the District policies and administrative regulations handbooks.**
- **Receive, sort, read, route, and respond to routine mail and inquiries and process requests, departmental updates and annual reports; coordinate the distribution of various data and materials to school sites from the Board of Education.**
- **Maintain confidentiality of information, including Board, District, personnel negotiations, pupil or controversial matters.**
- **Assist in the revision of policies and administrative procedures; proofreads and edits materials with the approval of the Superintendent of Schools for the Board of Education.**
- Coordinate the District's community outreach program and activities.
- Coordinate community/staff forums.
- Coordinate the development, updating and processing of District policies and regulations in collaboration with CSBA-GAMUT.
- Coordinate District e-mail lists, emergency lists, and other lists to ensure effective communications.
- Coordinate the processing of Public Records Act requests.
- Work with other managers and staff to improve efficiency and effectiveness of division operations, programs, services and operations.
- Work collaboratively with other departments to meet District goals and ensure alignment of programs, services, and operations.
- Direct and coordinate other special projects and duties as assigned by the Superintendent.
- Maintain an understanding of the programs and functions of the Superintendent's Office and their relation to District operations as a whole; establish and assess the timely completion of projects and assignments.
- Assist the Superintendent in crisis/incident management and in responding to the media.
- Serve as a resource for District demographic data.
- May train and provide work direction to subordinate office personnel; may provide input and assistance in the selection, evaluation and discipline of office staff.
- Originate and independently prepare material for the approval of the Superintendent; prepare and arrange meetings, workshops or conferences using the technology provided, e.g. e-mail, websites, etc.
- Coordinate the ordering, receipt, inventory, storing and distribution of office supplies and forms; ensure adequate materials to support office functions and activities.

- Keep employee time sheets using the District's web-based software.

DEMONSTRATED KNOWLEDGE, SKILLS AND ABILITIES:

- High level of competency in software applications, including MS Office and Adobe software.
- Knowledge of rules and regulations governing the operation of programs within a school district is preferred.
- Ability to write information in a clear, comprehensible style
- Ability to manage website information
- Knowledge of office methods and equipment, filing systems, receptionist and telephone techniques, and letter and report writing.
- Ability and willingness to work as part of team and ability to establish and maintain positive working relationships.
- Skill to creatively design and develop promotional materials.
- Ability to communicate effectively both orally and in writing. Communicate effectively with a variety of people of differing ages and from differing socioeconomic backgrounds and cultures.
- Work independently and coordinate assistance when needed for special events and projects. Develop community resources and vendor relationships for special projects.
- Possess excellent interpersonal skills and use good judgment in making independent decisions.
- Ability to compose correspondence and promotional materials independently and perform work functions with speed and accuracy.
- Ability to deal effectively with a wide variety of personalities and situations using tact, courtesy, poise and assertiveness. Deal effectively with particularly sensitive issues.
- Skill to handle multiple tasks and ability to work under pressure to meet deadlines.
- Analyze problems accurately and take appropriate action in every situation.
- Keep the Superintendent informed of activities throughout the District.
- Think and act quickly "on your feet."
- Learn new technology quickly and utilize to maximize efficiency.
- Easily re-order priorities as necessary throughout a day, week, or month.
- Stay abreast of current education issues.
- Take minutes at meetings and conferences.
- Organize complex material and summarize in report from the discussion of actions taken.
- Train, schedule and furnish work direction to clerical and secretarial assistants as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: completion of two years of college level course work with a major in secretarial science or related business field or five years of broad and varied administrative experience, including two years at the level of administrative assistant.

WORKING CONDITIONS:

District Office environment; attendance at evening Board of Education meetings, as needed.

6/3/21

CONFIDENTIAL EMPLOYEES
SCHEDULE C
Effective July 1, 2017

RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A	**Executive Assistant to the Board of Education and to the Superintendent**	**71,048**	**74,600**	**78,332**	**82,248**	**86,360**	**90,680**	**95,213**
	Executive Assistant to the Superintendent	63,662	66,568	70,186	73,696	77,379	81,246	85,310
AA	Executive Assistant - Human Resources	60,630	63,398	66,843	70,186	73,694	77,377	81,247
B	Superintendent's Office Assistant Senior Administrative Secretary (Confidential) Senior Administrative Secretary-Administrative Services	56,139	58,701	61,891	64,987	68,235	71,644	75,228
C	Employee Injury and Illness Prevention Technician	51,031	53,464	56,139	58,945	61,891	64,987	68,235

Rules and Regulations for Implementation of Salary Schedule C for Confidential Employees is the same as those adopted for employees on the Classified Supervisors and Managers Salary Schedule B.

Adopted: 1/16/86

Revised: 8/7/86, 12/18/86, 10/1/87, 2/4/88, 4/7/88, 8/18/88, 9/1/88, 3/16/89, 10/19/89, 6/15/89, 12/7/89, 1/4/90, 12/6/90, 5/2/91, 6/6/91, 8/15/91, 10/17/91, 5/18/92, 7/21/94, 8/4/94, 11/17/94, 5/4/95, 1/18/96, 3/21/96, 1/16/97, 2/18/98,6/25/98, 11/5/98, 12/10/98, 2/18/99, 8/5/99, 8/17/00, 11/7/02, 3/18/04, 07/07/05, 08/18/05, 12/15/05:4/20/06, 6/4/07:3/20/08, 12/16/10, 4/21/11, 2/16/12, 3/15/12, 3/20/14, 6/19/14, 6/4/15, 10/20/16; 12/21/17;10/18/18;4/18/19**, 6/3/21**

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
PREPARED BY:	Cindy Quiterio, Executive Assistant, Human Resources
SUBMITTED BY:	Cindy Quiterio, Executive Assistant, Human Resources
DATE:	June 3, 2021
SUBJECT:	Approval of Salary Placement and Reduction of Work Days for Program Specialist II on the Certificated Supervisors and Managers, Salary Schedule A Range HH

Background:
The reduction in days for the Program Specialist II position is being made due to departmental and program needs. Additionally, the number of days is being aligned with other management calendars.

Discussion/Issues:
Due to departmental needs, two Program Specialists II are required. Caryn Tomer is being reclassified from Program Specialist I to Program Specialist II (215 days), effective July 1, 2021.

Fiscal Impact:
The salary for the Program Specialist II (215 days) will be placed in Range HH of the Certificated Supervisors and Managers Salary Schedule A. Implementation of this salary modification may potentially result in future cost savings due to the reduction of work days associated with the position.

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources, recommends that the Board of Education approve the salary placement and reduction of work days for Program Specialist II on the Certificated Supervisors and Managers, Salary Schedule A Range HH, effective July 1, 2021, as presented.

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2017

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
A	Director, Secondary Education	220	116,934	122,495	128,332	134,463	140,899	147,658	154,753	162,204
		Per Diem	531.52	556.80	583.33	611.20	640.45	671.17	703.42	737.29
B	Director, Special Education and Psychological Services Director, Pupil Personnel Services Director, Student Services Director of Instruction and Accountability High School Principal Director, Elementary Education Director of Wellness Director of Adult School, ILA and FACTS	220	111,198	116,760	122,595	128,727	135,163	141,921	149,017	156,467
		Per Diem	505.45	530.73	557.25	585.12	614.38	645.10	677.35	711.21
C	Principal, Middle School Coordinator of Alternative Educational Programs/ Principal, Continuation High School	220	99,041	103,994	109,191	114,652	120,384	126,403	132,723	139,361
		Per Diem	450.19	472.70	496.32	521.15	547.20	574.56	603.29	633.46
D	Principal, Adult Education	220	96,692	101,526	106,603	111,932	117,529	123,405	129,576	136,052
		Per Diem	439.51	461.48	484.56	508.78	534.22	560.93	588.98	618.42
E	Principal, Elementary Coordinator, Special Education Coordinator of Instructional Technology Arts and Career Technical Education Coordinator	215	95,506	100,282	105,295	110,558	116,089	121,894	127,988	134,389
		Per Diem	444.21	466.43	489.74	514.22	539.95	566.95	595.29	625.07

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2017

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
F	Assistant Principal, High School	218	93,621	98,301	103,217	108,378	113,796	119,487	125,459	131,735
		Per Diem	429.45	450.92	473.47	497.15	522.00	548.11	575.50	604.29
G	Assistant Principal, High School (hired after 7/1/13)	215	92,332	96,950	101,794	106,886	112,230	117,844	123,734	129,921
		Per Diem	429.45	450.93	473.46	497.14	522.00	548.11	575.51	604.28
H	Alternative Education Administrator	210	91,407	95,974	100,773	105,810	111,101	116,657	122,489	128,613
		Per Diem	435.27	457.02	479.87	503.86	529.05	555.51	583.28	612.44
HH	**Program Specialist II (hired after 7/1/21)**	**215**	**84,519**	**88,748**	**93,183**	**97,842**	**102,733**	**107,872**	**113,264**	**118,927**
		Per Diem	**393.11**	**412.78**	**433.41**	**455.08**	**477.83**	**501.73**	**526.81**	**553.15**
I	Program Specialist II *	220	86,485	90,812	95,350	100,118	105,123	110,380	115,898	121,694
		Per Diem	393.11	412.78	433.41	455.08	477.83	501.73	526.81	553.15
J	Psychologist II	215	86,028	90,330	94,846	99,587	104,567	109,794	115,283	121,047
		Per Diem	400.13	420.14	441.14	463.20	486.36	510.67	536.20	563.01
K	Assistant Principal, Middle School	213	85,762	90,050	94,552	99,279	104,243	109,454	114,929	120,675
		Per Diem	402.64	422.77	443.91	466.10	489.40	513.87	539.57	566.55
L	Assistant Principal, Middle School (hired after 7/1/12)	210	84,554	88,781	93,220	97,881	102,775	107,912	113,309	118,975
		Per Diem	402.64	422.77	443.90	466.10	489.40	513.87	539.57	566.55
M	Adult Education Assistant Principal Coordinator of Child Development Programs	220	82,864	87,009	91,358	95,925	100,722	105,757	111,046	116,599
		Per Diem	376.65	395.50	415.26	436.02	457.83	480.71	504.75	530.00
N	Assistant Principal, Elementary	205	82,027	86,130	90,436	94,957	99,702	104,690	109,924	115,420
		Per Diem	400.13	420.15	441.15	463.20	486.35	510.68	536.21	563.02

CERTIFICATED SUPERVISORS AND MANAGERS
SALARY SCHEDULE A
Effective July 1, 2017

RANGE		DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
O	Program Specialist I	200	78,626	82,555	86,683	91,016	95,566	100,344	105,361	110,628
	Psychologist I	Per Diem	393.13	412.78	433.42	455.08	477.83	501.72	526.81	553.14
P	Educational Audiologist	187	76,102	79,904	83,901	88,094	92,499	97,123	101,978	107,078
		per diem	406.96	427.29	448.67	471.09	494.65	519.37	545.34	572.61
Q	Supervisor III, Child Development Centers Covering 2 Sites	220	63,153	66,313	69,627	73,108	76,763	80,603	84,632	88,865
		Per Diem	287.06	301.42	316.49	332.31	348.92	366.38	384.69	403.93
R	Supervisor III, Child Development Centers	220	60,196	63,155	66,312	69,627	73,108	76,766	80,602	84,632
		Per Diem	273.62	287.07	301.42	316.49	332.31	348.94	366.37	384.69
S	Supervisor II, Child Development Centers Covering 2 Sites	220	57,413	60,284	63,299	66,463	69,785	73,275	76,938	80,786
		Per Diem	260.97	274.02	287.72	302.10	317.20	333.07	349.72	367.21
T	Supervisor II, Child Development Centers	220	54,679	57,413	60,284	63,299	66,463	69,785	73,274	76,937
		Per Diem	248.54	260.97	274.02	287.72	302.10	317.20	333.06	349.71
U	Supervisor I, Child Development Centers	220	49,947	52,443	55,066	57,817	60,710	63,744	66,932	70,277
		Per Diem	227.03	238.38	250.30	262.80	275.95	289.75	304.24	319.44
V	Assistant Child Development Centers Supervisor	220	39,466	41,502	43,550	45,749	47,989	50,410	52,978	55,593
		Per Diem	179.39	188.65	197.95	207.95	218.13	229.14	240.81	252.70

*** Grandfathered**

Adopted: 01/16/86

Revised: 05/02/91; 06/06/91; 08/15/91; 10/17/91; 05/21/92; 06/18/92; 10/01/92; 08/05/93; 07/21/94; 08/04/94; 09/15/94; 11/17/94; 01/05/95; 05/04/95; 08/17/95; 01/18/96; 05/16/96; 09/05/96; 09/19/96; 01/16/97; 07/03/97; 10/16/97; 02/19/98; 04/02/98; 08/20/98; 10/01/98; 11/05/98; 12/10/98; '02/18/99; 03/04/99; 06/24/99; 08/05/99; 08/17/00; 05/15/02; 11/07/02; 07/17/03; 03/18/04; 07/07/05; 4/20/06; 06/04/07; 3/20/08; 5/1/08; 6/24/10; 09/09/10; 11/8/10; 4/7/2011; 4/21/11; 09/15/11; 11/3/11; 02/16/12; 03/15/12; 06/07/12; 07/05/12; 08/02/12, 08/16/12; 02/07/13; 05/16/13; 3/20/14; 6/19/14; 02/05/15, 6/4/15, 10/15/15; 5/19/16; 10/20/16; 8/3/17; 12/21/17;10/18/18;2/4/21**;6/3/21**

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM :	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 3, 2021
SUBJECT:	Approval of the Chuck Lorre Family Foundation Grant Agreement for Supporting the Salary for the Arts and Career Technical Education Coordinator

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Background:

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

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

- Priority: Provide weekly music instruction for all JK-5 students.
- Priority: Explore options for providing elementary instrumental instruction for grades 4 and 5.

- Priority: Provide dance instruction in all middle schools.
- Priority: Provide theatre arts instruction in all middle schools.
- Priority: Develop orchestra programs for Jordan, Luther, and John Burroughs schools.
- Priority: Establish a districtwide digital inventory of secondary and elementary music instruments.
- Priority: Create a three-year plan for addressing instrument repair and replacement needs.
- Priority: Provide access to standards based VAPA instruction for all SEED program students.
- Priority: Provide access to standards based VAPA instruction for all FACTS

District Wide Goals for 2020-2021:

4. Continue to implement the BUSD Arts for All Plan

Discussion and Issues:

A copy of The Chuck Lorre Family Foundation Grant Contract includes grant recipient requirements, including proper use of funds, progress reporting, invoicing schedules, and final report due dates. The Chuck Lorre Foundation has specified that funding must be used to support the partial salary for the Arts and Career Technical Education Coordinator position for the 2021-2022 and 2022-2023 school years.

Fiscal Impact:

The District's Arts for All Program will gain $180,000 from The Chuck Lorre Family Foundation Grant to partially fund the Arts and Career Technical Education Coordinator position for school years 2021-2022 and 2022-2023.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Chuck Lorre Family Foundation Grant Agreement between the Burbank Unified School District and the Chuck Lorre Family Foundation, effective June 4, 2021 through June 30, 2023, in the amount of $180,000, and that authority to sign the agreements be exercised pursuant to BUSD—AR 3314, as presented.

Lorre Family Foundation
Grant Agreement Terms and Conditions

This Agreement is between Burbank Unified School District (Grantee), and The Chuck Lorre Family Foundation (Funder) recognized as exempt from income tax as a publicly supported charitable organization described under Section 50l(c)(3) of the Code. The Grant, including any interest earned thereon, may be used only for the purpose(s) stated in this Agreement. The effective date of this Agreement is June 4, 2021 and it shall terminate on June 30, 2023.

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

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

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

a) Partial Salary for Arts and Career Technical Education Coordinator (Peggy Flynn) ($90,000 per school year)

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

Publicity. Prior to public release, all materials acknowledging TCLFF support that are produced by the Grantee will be approved by TCLFF to ensure accuracy and consistencyof message, including in public statements, reports, and other print and online publications. Grantee does not serve as a spokesperson for TCLFF in the media. Any pub1ic materials developed by the Grantee that reference or quote TCLFF also will be reviewed by and coordinated with TCLFF.

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

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

Subcontractors and Subgrantees. Grantee agrees that, if it engages subcontractors or subgrantees (Subcontractor) to help carry out the project funded by this Grant, it shall use its best efforts to ensure that such Subcontractors are bound by this Agreement. At a minimum, Grantee shall notify Subcontractor in writing of the following requirements:

a. Subcontractor is prohibited from using names, logos, or other marks owned by or associated with TCLFF for any purpose without TCLFF prior written consent; (b) Subcontractor shall comply with all applicable laws in the performance of the work related to this Grant; (c) Subcontractor shall comply with TCLFF "No Campaign Intervention or Lobbying" clause; and (d) Subcontractor shall not disclose or use information about TCLFF for purposes other than performing the work related to this Grant.

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

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

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

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

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

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

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

Termination and Postponement.

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

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

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

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

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

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

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

Complete Agreement. This Agreement, including all attachments (which are incorporated by

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

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

For: **THE CHUCK LORRE FAMILY FOUNDATION**

By: _____

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

_____

Date

For: **BURBANK UNIFIED SCHOOL DISTRICT**

By: _____

Matt Hill
Superintendent
Burbank Unified School District

_____

Date

Report Schedule

TITLE	DUE DATE
Implementation Progress Report	By August 23, 2021
Final Report Year 1	By May 1, 2022
Final Report Year 2	By May 1, 2023

Payment Schedule

PAYMENT	DESCRIPTION	SCHEDULE
$90,000	Year 1 Coordinator Partial Salary	By June 15, 2021
$90,000	Year 2 Coordinator Partial Salary	By June 15, 2022

APPROVED BUDGET

BUDGET	ANNUAL	TOTAL
2021-2023	Arts and CTE Coordinator Annual Partial Salary $90,000 per yr	$180,000
	TOTAL:	**$180,000**

Burbank Unified School District
Office of Human Resources Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sarah Niemann, Assistant Superintendent, Human Resources Services
PREPARED BY:	Leticia Castillo, Supervisor, Human Resources
SUBMITTED BY:	Leticia Castillo, Supervisor, Human Resources
DATE:	June 3, 2021
SUBJECT:	Adoption of Resolution 45 for the Elimination or Reduction of Services for Classified Positions

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

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

There are three positions being recommended for elimination:

- There is one 6 hr/day Instructional Assistant-Severely Impaired position at the Adult School (FACTS) being recommended for elimination due to lack of work. This position is funded through the following appropriation numbers, 11.0-63910.0-41100-10000-2110-5330044, 50% and 11.0-00639.0-41100-10000-2110-5330044, 50%. The elimination of this position may involve bumping.
- There is one 6 ½ hr/day Instructional Assistant-Special Education position at Burbank High School being recommended for elimination due to lack of work. This position is funded through the following appropriation number, 01.0-33100.0-57602-11200-2110-4310000. The elimination of this position may involve bumping.
- There is one 6 hr/day School Finance Clerk position at the Adult School being recommended for elimination due to lack of work. This position is funded through the following appropriation numbers, 11.0-63910.0-4110-1-27000-2410-5330000, 15%, 11.0-63910.0-41102-27000-2410-5330000, 25%, 11.0-63910.0-41104-27000-2410-530000, 30%, 11.0-63910.0-41106-27000-2410-5330000, 25%, 11.0-006390.0-41100-270000-2410-533000, 5%. The elimination of this position may involve bumping.

Fiscal Impact:
None

Recommendation:
Sarah Niemann, Assistant Superintendent, Human Resources Services, recommends that the Board of Education adopt Resolution 45 for the Elimination or Reduction of Services for Classified positions, as presented.

BURBANK UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
June 3, 2021

In the Matter of Layoff of
Classified Employees **RESOLUTION 45**

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

	FTE
Eliminate one Instructional Assistant – Severely Impaired	.75
Eliminate one Instructional Assistant-Special Education	.8125
Eliminate one School Finance Clerk	.75

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

ADOPTED, the 3rd day of June 2021, by the Governing Board of the Burbank Unified School District.

_____
Clerk

Burbank Unified School District
Office of the Superintendent

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Matt Hill, Superintendent
PREPARED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
SUBMITTED BY:	Kimberley A. Clark, Executive Assistant to the Superintendent
DATE:	June 3, 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 Arts and Education Foundation wishes to donate to the District $3,481.06 to be used to pay for expenses associated with the creation of a mural at Dolores Huerta Middle School.

b. Elise M. Aliberti wishes to donate to the District $75 to be used as needed at Providencia Elementary School.

c. The Blackbaud Giving Fund wishes to donate to the District $384.62 to be used to purchase materials and supplies at Dolores Huerta Middle School.

d. The Burbank Schools Boosters Association wishes to donate to the District's General Fund $1,860.46 to be used as needed by the District.

e. Linda Bessin wishes to donate to the District $29,670 to be used to purchase girls' athletic uniforms at John Burroughs High School.

f. David Huffman wishes to donate to the District an assortment of sewing patterns to be used by the Drama Department at Burbank High School.

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 15, 2021

Virtual (Online) Meeting
Burbank, California

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

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/PLEDGE OF ALLEGIANCE

The meeting was called to order at 9:03 a.m. Board Vice President Tabet led the Pledge of Allegiance.

2. REQUESTS TO ADDRESS THE BOARD

2.a Public Communications

Due to technical difficulties, Public Comments were taken out of order. President Frintner then moved to item 3a.

President Frintner returned to item 2a and parent Caroline Solberg was able to join the meeting. Ms. Solberg expressed her disappointment regarding Public Comments, the Townhall meeting, PowerPoints, misinformation provided to the community, funding, and asked that the Board provide equity to the students in the GATE program.

2.b Staff Responses

Superintendent Hill thanked Caroline Solberg for her comments and agreed that communication has been challenging during virtual meetings and that he will work with staff to ensure that correct budget information is transparent. Historically when the LCAP was first developed Base and Supplemental funding was mixed. Since, LACOE has provided direction to the District to focus on Supplemental funding for the LCAP. He understands the funding confusion; however, he and staff will continue to focus on providing information regarding any changes in funding.

2.c Board Members' Comments and Responses

Clerk Ferguson requested an LCAP presentation to educate the community regarding the LCAP process.

Member Aghakhanian asked that the community be provided with a virtual platform that everyone can follow to allow more interaction with the community, as communication is one of his concerns.

Vice President Tabet said that prior to COVID-19 the Communications Plan had been developed by the Communications Committee and that the Plan had not been implemented but would like to continue the work in the near future. She will comment regarding Caroline Solberg's comments during the upcoming LCAP presentation.

Member Weisberg agreed that communications must be improved and provided a few suggestions on how to better publish information such as the LCAP, and Board of Education meetings on the website that can be easily accessible by the community.

Clerk Ferguson heard the concerns regarding the lack of communication and noted that changes regarding guidelines continue to be made daily and the Board's goal is to get back to in-person meetings when safe to do so.

Vice President Tabet agreed that it was challenging to rethink or change to a different format because guidelines continue to change daily. In addition, there are no funds to implement new procedures at this time and staff needs clear direction from the Board.

President Frintner noted that in the past even before COVID complaints were heard regarding Board meeting participation and that learning from different platforms used would allow for a better and more consistent way of conducting future meetings. He agreed with Ms. Solberg's concerns and noted that the District will continue to expand the newly developed Communications Plan.

Member Aghakhanian said that the digital divide is real and that his point is to be prepared and a process streamlined.

Clerk Ferguson suggested that Vice President Tabet and Member Aghakhanian work together with the Communication Committee and that a report is provided at the end of the year to measure progress.

President Frintner moved to item 3a.

3. STUDY SESSION

3.a Study Session on the BUSD District-Wide Goals for 2021-2022

Matt Hill, Superintendent, facilitated a study session on the BUSD District-Wide Goals for 2021-2022, as presented.

Study Session on District-Wide Goals_2021-2022_051521Sp.pdf (OF 28,746)

Superintendent Hill reported that the last time the goals had been reviewed was during the 2019-2020 school year. At that time the District-Wide Goals included nine goals and 51 sub-goals. During the Study Session, the Board and staff discussed decreasing the goals from nine to four to focus each year on key goals. Today's Study Session will provide District staff an opportunity to receive input from the Board to possibly adopt the new 2021-2022 District-Wide Goals. Superintendent Hill then reviewed each goal and sub-goal, senior staff answered questions and Board members provided feedback and recommendations.

The new recommendations included adding a statement to Goal 1 to address COVID-19 learning loss and expand learning opportunities.

President Frintner moved to item 2a.

3.b Board and Staff Comments

Superintendent Hill continued his presentation with item 1.3.

Member Ferguson then suggested that COVID related goals are identified to develop interventions and supports for students impacted by COVID (see new 1.8), including English learners (ELs) and that the reclassification rates are provided to all Board Members when available. He also introduced a new sub-goal for consideration. Develop a committee to review the possibility of providing students within four-year the opportunity to complete two-years of community college and/or apprenticeship program before graduation (see new 1.9).

Vice President Tabet noted that Pasadena Community College offers a similar program and asked that staff work with PCC to learn about their process.

Member Ferguson suggested that a new sub-goal be added to Goal 4 to Evaluate the ongoing role and responsibilities of the School Facilities Oversight Committee, as the last major bond project is underway, and Measure S Bond funds will soon be exhausted (see new 4.4).

Vice President Tabet suggested that a new sub goal be added to Goal 4 to Develop a process to allow for an innovative and equitable fundraising pathway for new programs (see new 4.5).

Member Weisberg also suggested a new communications goal to Review and prioritize strategies within the newly developed Communications Plan (see new 4.6).

3.c Report on the Proposed 2021-2024 Three-Year Local Control and Accountability Plan (LCAP)

Matt Hill, Superintendent, reported the proposed 2021-2024 three-year Local Control and Accountability Plan (LCAP) and respond to questions from the Board, as presented.

LCAP Supplemental Report 051521.pdf (OF 28,747)

Superintendent Hill used a PowerPoint to highlight his presentation. He noted that the LCAP was a three-year plan and that 2020-2021 was the first year of implementation. Base Grant expenditures are the District's operating aspects and the County has suggested that the District focuses on the supplemental funds to only be used on the socioeconomically disadvantaged students, foster students, homeless youth, and English learners. He then reviewed the budgeted expenditures for the 2021-2022 school year, including the changes, as highlighted, and answered questions from the Board. Additional conversations took place about working with the City to learn about the roles of the new social worker position and the School Resource Officer. He then explained that the items listed on slide 6 were new, one-time items that were made possible because the District received stimulus funding for positions related to COVID activities that were shifted which created a carry-over. He would like to use the carry-over funds over the next three years for short-term needs.

3.d Board and Staff Comments

Member Weisberg shared her concern about implementing positions and programs and then not having the funds to continue. She also would like events/programs at each school to be coordinated centrally. Superintendent Hill said that the communications and reporting duties will be included in the job description for the DEI Consultant. Additional conversations took place regarding the current work of the engagement sub-committee and how to capitalize on what is currently being worked on in addition to looking at student led activities, and the need to continue to continue to plan.

Member Tabet noted that she heard Caroline Solberg's concern regarding the current GATE Coordinator and her opinion about students not being equally represented and asked what can be done to fund the program or increase the TOSA position. Superintendent Hill said that the current Coordinator is funded through base grant funding and that the GATE students are not included in Supplemental funding.

The Board adjourned to Closed Session at 11:30 p.m.

4. CLOSED SESSION

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

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

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

5. RECONVENE IN PUBLIC SESSION

The Board reconvened in Public Session at 12:11 p.m.

6. REPORTING ON CLOSED SESSION

President Frintner reported that items 4a through 4c, were for discussion only, with no action taken.

7. ADJOURNMENT

The meeting adjourned at 12:12 p.m.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/3/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

UNADOPTED MINUTES OF THE BOARD OF EDUCATION
BURBANK UNIFIED SCHOOL DISTRICT

May 20, 2021

Burbank City Hall
275 E. Olive Avenue
Burbank, California

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

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 6:02 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 6:02 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 Expelled Students for Re-admittance in the Burbank Unified School District as per Board Policy 5144 and Education Code 48917
The Board of Education met 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.

Confidential Exhibit (OF 28,748)

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

Confidential Exhibit (OF 28,749)

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

The Board reconvened in Public Session at 7:00 p.m. Board Member Aghakhanian, led the Pledge of Allegiance.

5. REPORTING ON CLOSED SESSION

President Frintner reported that Closed Session items 3a through 3f, were for discussion only, with no action taken.) Item 3g. the Board of Education met in closed session and approved a settlement of existing litigation, Chase v. Burbank Unified School District, for $250,000 in consideration for a dismissal of the case with prejudice.

It was moved by Armond Aghakhanian and seconded by Steve Ferguson that the Board of Education approve the settlement as recommended. The motion carried 5-0 with the following roll-call vote: Frintner, Tabet, Ferguson, Weisberg, Aghakhanian.

He then announced the passing of Irene Papa, expressed his condolences to the family and friends, and noted thattonight's meeting will be adjourned in Irene Papa's memory.

6. ADJUSTMENTS TO THE AGENDA

There were no adjustments to the agenda.

7. ITEMS FOR FUTURE AGENDAS

There were no requests 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, facilitated the presentation of the Skills USA Program competition results and NAF Academy student recognition.

Sharon Cuseo facilitated the recognition and reported that this year's SkillsUSA State Conference included 18 total competitors from both high schools and that 17 made it to the regional and state competition. She then acknowledged the students and introduced a recorded video from students: Bryce Kennedy, Cabinetmaking, Evan Rife, Engineering Technology/Design, (Skyler Bates, Ryan Davila, Teah Brumbaugh), Broadcast News Production, (Teya Jieanu, Riley Krieg, Ty Brown, and Braeden Matsumoto), Digital Cinema, Grant Sessinghaus, Angelina Ferrante, Television (Video) Production, and Samantha Solomons, Gabrielle Mathis, Television (Video) Production, Zoe Askerneese and Luvin Lalwani, Photography, Keilani Pak, Photography, Elizabeth Fraser, Culinary Arts, Aida Muradyan, Culinary Arts. She then noted that the competition would not be possible without the amazing teachers and advisors and thanked them for the support: John Benne, Kara Clark, Sandra Macias, Dave Vezina, Richard Lightfoot, Jon King, and Kathy DiNapoli.

President Frintner thanked the advisors and the students for highlighting the amazing variety of skills through video production.

9. REQUESTS TO ADDRESS THE BOARD

9.a Public Communications

Interpreters: Ana Arzumanyan (Armenian); Nuria Lundberg (Spanish); Kim Weissman and Jan Seeley (ASL).

Destiny Helligar, JBHS student, was allowed to join the meeting via a Zoom format. She expressed her opinion regarding the work of the Diversity, Equity, and Inclusion committee regarding the removal of the books from the core curriculum.

Sharie Dodd, teacher, was allowed to join the meeting via a Zoom format. She spoke in support of the School Psychologists and suggested that they be recognized with a resolution during National School Psychologist Week in November each year.

Jamie Ammari, parent, was allowed to join the meeting via a Zoom format. She commented on the increase of the Around the Bell (ATB) Program and asked that the fees be reversed or brought back to a reasonable cost, as they were prior to COVID.

Africa Turner, Parent and DEI Committee Member, was allowed to join the meeting via a Zoom format. She shared her concerns regarding the books, instructional materials, and the lack of professional development for teachers and asked that the Board consider voting against any instructional materials that contain the N word.

President Frintner reminded the speakers to speak slower to allow the translators more time to translate and Superintendent Hill announced that the live streaming of the meeting was not taking place due to technical problems instead the link to Zoom was published on the District's website and Facebook to be able to view the meeting.

Nadra Ostrom, Parent, was allowed to join the meeting via a Zoom format. She expressed her opinion regarding the new Board Policy and the curriculum options and suggested that the only option is not to use any books with N word. She noted that the rules, the selection of materials, the system, and the culture continue to be made by white people and asked that the voices of the impacted students are heard.

Linda Bessin, Resident, was allowed to join the meeting via a Zoom format. She commented regarding the books in question, shared her opinion, and asked that the books not be removed from the curriculum.

Jenn DuFour, Parent, was allowed to join the meeting via a Zoom format. She expressed her opinion regarding the Harvey Milk Day Resolution and expressed negative allegations regarding Mr. Harvey. She

suggested that other alternatives be considered, such as Mathew Shepard, who was murdered for being gay or a stonewall movement day to honor the gay rights movement, and asked that the Board consider reexamining the resolution to consider a better alternative.

Ethan Ransom, Parent, was allowed to join the meeting via a Zoom format. He thanked the Board for their commitment to serving students and expressed his opinion regarding the work of the DEI Committee and problematic elements of current anti-racist comments. He asked specific questions and noted that the questions would be sent to the Board and staff via email and noted that he believed that Burbank can be created as a diverse and united District that treats everyone equally regardless of race, opinion, of the color of skin.

Heather Robb, Parent, was allowed to join the meeting via a Zoom format. She commented on the Board Policy core curriculum regarding the use of the N word and the instructional materials. She agreed with previous speakers that the language simply is revised and that the instructional materials shall not contain the "N" word. She then shared her opinion regarding problematic phrases, training and consequences for teachers if the thresholds are not met and noted that the opt-out option is not a solution.

Rosemary Morrison, Parent, was allowed to join the meeting via a Zoom format. She expressed her frustration and sadness regarding the impact on her children by decisions made by the Board, staff, and in the classroom. She asked that the Board and District take a hard look at who is in the room making final decisions and the lack of representation district-wide.

Missy Dominguez, Parent, was allowed to join the meeting via a Zoom format. She expressed her concerns regarding the proposed policy and shared her thoughts regarding the negative impact on black children and asked that the Board stop using the N word in the instructional materials.

Philip Allora, Parent, was allowed to join the meeting via a Zoom format. He commented on the proposed revisions to Board Policy 6161.1 and asked questions regarding the proposed instructional materials and the process to place resolutions on the agenda. He looked forward to participating in future meetings.

Luci Bowers, teacher, was allowed to join the meeting via a Zoom format. She thanked the Board and staff for the decision-making process and for their leadership through a challenging year and the partial reopening of school. She asked about the plans for next year to help staff and students transition into the classroom by providing training and support, including DEI training.

9.b Staff Responses

Superintendent Hill thanked all the speakers for their comments and questions and noted that he would comment further regarding the proposed change to Board Policy 6161.1. This is the first reading to provide an opportunity for staff to present the changes, listen to public comments, and receive feedback from the Board. Multiple conversations have taken place throughout the year with students, community members, parents, and staff to try to improve the policy and said that the Board, he, and staff are listening. He highlighted some comments made regarding books by white authors and clarified that those books would not be allowed, the policy was specifically speaking about African American authors using the N word and he is aware of the harm and trauma no matter how the books are used. He thanked Sharie Dodd for acknowledging the school psychologists and said that through this challenging year staff would like to recognize all employees and that moving forward more resolutions will be added to the calendar. He addressed parent Jamie Ammari and said that staff is recommending a lower rate for the ATB program, but not return to previous fees. This year was unique because of COVID. He thanked Ethan Ransom for his comments and noted that the conversation about Diversity, Equity, and Inclusion was not about shaming white individuals or division. The goal is to make sure that personal stories are shared, have a conversation and/or debate to be able to work together. He and the Board welcome all voices and expressions of concerns no matter what the topic is as long as it is done in a thoughtful and respectful manner. The District is not implementing an anti-racist program, instead, the District adopted an anti-racist statement to assess the social-emotional needs of District students and families and asked Mr. Allora to contact him to address his questions. He then thanked Lucy Bowers for highlighting the

successes and the challenges during this past year. The plan is to expand learning opportunities to help both students and staff with mental health and social-emotional needs and that additional instructional needs during the summer and during pre-service workdays will be added to talk about DEI and professional development to better plan for the start of the new year in August 2021.

9.c Board Members' Comments and Responses

Member Aghakhanian will comment on the proposed Board Policy later in the agenda. He thanked District staff for offering translation services during the Board meeting for the first time. He thanked Lucy Bowers for her kind words and agreed that it has been a challenging year. He agreed that school psychologists should be recognized and congratulated the SkillsUSA students and advisors for representing the District in regional and state competitions. He then commented on the Harvey Milk Day resolution and asked that his work not be politicized instead the focus should be on the impact created.

Member Weisberg congratulated the SkillsUSA students for their accomplishments during this challenging year, as well as the advisors. She also thanked staff for working to provide translators during Board meeting and Lucy Bowers for her kind words. She will comment on the proposed Board Policy during the upcoming discussion. She looked forward to having Ethan Ransom and other parents join the DEI Committee. She then commented on Harvey Milk Day and expressed how deeply upsetting the comments were regarding negative character qualities and shared some of the positive contributions made by Mr. Milk and encourage the audience to do media literacy work and to find credible sources to learn more about his legacy. Her job is to create a safe space and negative words are deeply unsettling and unsafe. She looked forward to celebrating Mr. Harvey's proclamation and continue to educate the community.

Clerk Ferguson thanked all the speakers for their feedback and participation. He also thanked all the DEI Committee for their work and dedication to this subject. He will also comment further when the proposed Board Policy is presented for discussion. The Board is working toward progress and he heard the frustration in their voices. This is the first reading of the revised Board Policy and he is looking at making the process smoother to address these issues. He also congratulated the SkillsUSA students and staff for a successful competition and the creative video production. It was difficult to hear the negative comments during public comments because most of the comments made regarding Mr. Milk are not accurate. He then shared his personal experiences regarding Harvey Milk and the legacy he left behind. He then shared some of the work he has done sex trafficking and said that the goal was to learn from each other as he continues his work to address student safety.

Vice President Tabet congratulated the Skills USA students and the staff for participating in the annual competition and for sharing their video, which was well put together and exciting. She thanked Sharie Dodd for highlighting the school psychologist and for appreciating their work and noted that the Board and staff are working on celebrating all employees. She also thanked all the speakers for speaking about the upcoming proposed changed to Board Policy and she will comment further during the discussion. She also thanked Luci Bowers for her kind words and for sharing her concerns regarding the return to school in August.

President Frintner thanked all the speakers for their comments, as he appreciated their time and thoughts. He will also comment further regarding the proposed Board Policy when the agenda item is presented to the Board. He thanked Shari Dodd for recognizing school psychologists, as the District is working on trying to recognize all employees moving forward. He addressed Jamie Ammari and noted that the upcoming agenda item would address a lower cost than before. He and the Board welcome public comment as long as the comments are not vulgar and along with his colleagues he challenged Jenn DuFour comments regarding Harvey Milk, which were most unsubstantiated and he believed that his contributions should be recognized. He then thanked Lucy Bowers for the kind words and for sharing her outlook for returning to school and noted that positive comments have been received since the partial reopening of school in April and he was looking forward to fully reopening in August.

10. REPORTS TO THE BOARD

10.a Superintendent's Comments

Superintendent Hill thanked all District employees from Facilities to the classroom for working together and for the extra work to get students across the finish line during this challenging school year and asked that everyone enjoy the end-of-year celebrations. He encouraged creativity and innovative practices learned and to build on that to continue through the summer and beyond. Additional information will be presented later tonight regarding the plan to use the federal stimulus fund and the reopening of school. He thanked the bargaining teams (BTA, CSEA, and the District team for being close to finalizing agreements and their collaboration. He announced that the Burbank Coordinating Council is currently accepting waitlist Campership applications and encourage families to apply.

10.b Report on District Mental Health and Wellness Survey

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

2020 Wellness Survey Board Report.pdf (OF 28,750)

John Paramo used a PowerPoint to guide his presentation. 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 of administering the survey is to assist staff to 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.

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 included anxiety or stress-related counseling or support services, boredom, social isolation/loneliness, and mental and emotional health, as the biggest challenges stemming from the move to distance learning, barriers to students accessing support services are unwillingness to receive help. lack of knowledge about who to ask for help. knowledge of available services, and stigma associated with using services.

Member Weisberg noted that moving forward resources for mental health for both students and staff would be needed and asked about how to bridge the gap. Dr. Paramo said that he and other staff have been working with the Family Service Agency (FSA) of Burbank to plan for additional services next year, including additional therapist to meet the demand and also trying to secure a campaign by working closely with the ASB to increase awareness in a different format than the current traditional way. In addition, the staff is working on expanding services for staff for a safe return in the new school year.

Superintendent Hill noted that the current Employee Assistance Program is available for staff and the plan was to provide additional resources by working with the FSA to meet the demand if needed.

Clerk Ferguson agreed that finding the best method of communication with students is critical and noted that a new Board Goal has been introduced to help students find consistency in the services provided. He asked regarding substance abuse data and bullying and noted that in the past finding the vocabulary to address these issues was challenging, but was hopeful that students and staff will be able to assist to ensure safes spaces and support for all. He asked that staff be flexible as they learn the types of issues that students will face when they return in the fall.

Vice President Tabet was interested in tracking the changes as students return to school and ask that staff be cautious and thoughtful when tracking these types of issues to allow students to seek help if needed.

Member Aghakhanian said that the survey showed the need for better communication and he was looking forward to receiving student feedback to close the communication gap.

President Frintner noted that after seeing the data the question is always how to shrink the gap and agreed that working with the ASB would allow for finding new ways to better communicate with students. He asked if the data regarding lack of services could be related to 9th grade students due Distance Learning. John Paramo said that some of the numbers were related; however, staff needs to continue to find better ways of communication and he was hopeful that through conversations with students a pathway would be found to better assist students in the future.

Clerk Ferguson is aware that most students want to engage via text messaging not over the phone and asked that staff focus on developing an intake pathway through text messaging by engagement with the counseling staff.

Member Weisberg wondered if it would be possible to look at issues prior to COVID and agreed with Member Ferguson that text messaging with counselors could be seeing as the initial intake to try to help students.

Vice President Tabet felt that Twitter or other social media platforms would be a good medium to communicate with students, which included parents. Clerk Ferguson also recommended Geotagging to specific zip codes to allow for more direct services.

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

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

First Reading of Proposed Revisions to BP and AR 6161.1 with Draft.pdf (OF 28,751)

Sharon Cuseo reported that in the fall of 2020, the secondary principals received complaints regarding five novels taught in 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.

The process included 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.

Member Weisberg thanked staff and the DEI Committee for the work and noted that based on the feedback and comments from parents and students she felt that staff needed to pause because teachers have not been trained and because removing kids from the classroom is not a solution. The opt-out option hurt students. The goal should be how to keep everyone in the room and feel comfortable and safe with the discussion. She asked that a pause is placed on all books that contain the N word as she was confident that the appropriate books would be found.

Member Aghakhanian thanked the DEI committee for their work and said that it was time for the District to the right thing by providing alternatives to change mindsets and agreed that the opt-out option does not work.

Clerk Ferguson thanked Sharon Cuseo and the DEI for their work, as the focus was to try to explore how to incorporate safe places for students. He does not support the opt-out option, but he supported the moratorium to review and continue the conversation and provide additional training for teachers, and asked that the policy is sent back to the DEI sub-committee before the second reading to incorporate some of the topics discussed.

Vice President Tabet agreed with the public speakers that all books with the N word should not be allowed to avoid children getting hurt. It's a simple fact and the books should be eliminated.

President Frintner agreed with his colleagues and noted that the Board is focusing on the topic because of the large volume of comments received regarding the recommendations and said that the N word is not different than any other derogatory comment. He thanked the DEI Committee for trying to write a Board Policy that will satisfy everyone. The Board also has to consider that what has been taught is also not working. Other comments heard were about this issue about only applying to a few students and noted that this has been an ongoing issue. He felt that there are acceptable circumstances at the moment to pause and supported additional professional development for teachers to provide them with the proper tools.

Vice President Tabet noted that the old books can be used as pathways until a new list of books is created.

Member Weisberg said that one of the challenges was that the Board is almost entirely white people deciding on the trauma experienced by students and parents. In addition, removing books that contain the N word requires more conversation and is not going to change the problem unless the culture of the school changes.

Member Aghakhanian clarified that the books in question are not being banned and felt that things will get better as the Policy continues to be revised and thanked the teachers and Committee members for their work. He is glad that the right steps are being taken to get to the finish line.

Clerk Ferguson commented on social justice and suggested that the proposed policy goes back to the DEI committee to discuss a possible impact on a social justice academy.

Vice President Tabet felt that the flaw was the teachers want to prepare for the next semester if something new is going to be taught and agreed that the pausing will help to evaluate and prepare the teachers for what is coming next.

Clerk Ferguson would like to proceed with an overall goal of eliminating the N word or examining other options over the next or two years working with the teachers and the DEI Committee to identify the challenges to be able to change the culture.

Member Weisberg suggested that the N word and the opt-out option be eliminated and to make sure that somewhere in the Selection Committee includes educators of color.

Superintendent Hill said that teachers be been painted with a broad brush and noted that most of these teachers have been teaching these subjects well, but he continues to hear that students continue to be traumatized. He has also heard from teachers about staff development and noted that a better job needs to be done to provide the necessary training.

Vice President Tabet said that teachers are life-long learners and this was part of growth and development.

President Frintner said that teachers are respected for working through the process to get the job done and felt that this is the time to look at other alternatives.

Member Weisberg and Aghakhanian felt that better communication with teachers and parents was critical.

Clerk Ferguson said teachers were doing DEI work prior to forming the committee and we need to figure out a way to engage and unite teachers to allow students to feel safe.

Superintendent Hill clarified that the opt-out option has always been a part of the Policy, but staff will remove that provision, the section regarding the use of the N word will be removed and a statement will be added to say books that are mandatory for students may not contain the N Word, and the selection process will be clear to include diverse stakeholders.

11. NEW AND/OR UNFINISHED BUSINESS

11.a Adoption of Resolution 43 in Support of Pride Month, June, 2021

That the Board of Education adopt Resolution 43 in Support of Pride Month, June, 2021, as presented.

Resolution 43 LGBTQ.pdf (OF 28,752)

It was moved by Emily Weisberg, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

11.b Adoption of Resolution 44 Proclaiming May 18, 2021 as Speech Pathologist Day

That the Board of Education adopt Resolution 44 Proclaiming May 18, 2021 as Speech Pathologist Day, as presented.

Resolution 44 - Speech Pathologist Day. (OF 28,753)

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. 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.

It was moved by Charlene Tabet, and seconded by Steve Ferguson, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

11.c Adoption of Resolution 45 – Proclaiming May 22, 2021 as Harvey Milk Day.

That the Board of Education adopt Resolution 45 – Proclaiming May, 2021 as Harvey Milk Day, as presented.

Resolution 45 - Harvey Milk Day_5 20 21 Amended.pdf (OF 28,754)

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 22. Harvey Milk day is a day to educate schools 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.

It was moved by Steve Ferguson, and seconded by Emily Weisberg, that the Board of Education approve the item as *amended*. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian.

11.d Second Reading and Acceptance of the District's 2021 - 2024 Initial Bargaining Proposal with the California School Employees Association (CSEA), Chapter 674

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 (OF 28,755)

Sarah Niemann noted that this was the second reading of the CSEA Negotiations sunshine proposal. If approved tonight, staff will be able to move forward with the articles that both parties have selected. As mentioned by Superintendent Hill an agreement was reached for compensation for both BTA and CSEA for the 2020-2021. This agreement is to move forward for the next three years, 2021-2024.

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

11.e Approval of Fee Increase for Around the Bell Program

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 (OF 28,756)

Peter Knapik reported that during the 2019-2020 school year, each program was operating at a fiscal deficit. In July 2020, the Around the Bell (ATB) rates were increased by 5% and that the 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. 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. 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%.

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

Clerk Ferguson said that this is not an area that he likes to vote on as child care is a critical service. However, due to budget deficiencies the Board must try to continue to fund other programs for students and families. He understands family concerns and he does not vote for it casually. The Board and staff will continue to look at the increases to be able to continue with the District's mission.

Member Aghakhanian asked if a State surplus funding would be available for after-school programs. Superintendent Hill said that he has not been made aware regarding additional funding. He did see a Governor's proposal for a stipend for families with children to use for child care. Staff is looking at the ATB Program, interventions, and expanded learning with the available stimulus funding to augment the program; however, the fees cannot be reduced now.

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 (OF 28,757)

Sharon Cuseo used a PowerPoint to highlight her report. 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 hub, 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. 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.

Clerk Ferguson requested a progress check report during the first semester of 2021, when appropriate.

Member Aghakhanian asked if this is a one-time grant. Ms. Cuseo said that the grant will run out on August 31, 2022. One-time funding does not allow to be used towards certain programs as mandated by terms and conditions. It is temporary funding and not a long-term solution.

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

11.g 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_December 2020_052021.pdf (OF 28,758)

Superintendent Hill noted that this was the usual policy revisions submitted by the CSBA and that the District is moving forward to submitting policy for approval as a one-step process, with the approval of the sub-committee, if the new recommended law is routine or update recommendations.

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

11.h 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_052021.pdf (OF 28,759)

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

12. CONSENT AGENDA

12.a Action on Student Re-Admission

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

Confidential Exhibit (OF 28,748)

12.b Amended Final Settlement Agreement (Special Education)

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.pdf CE (OF 28,749)

12.c Approval of Minutes

That the Board of Education approve the minutes of the Regular Meeting of May 6, 2021, as presented.

Minutes.05.06.21.pdf (OF 28,760)

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

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 (OF 28,761)

12.e 2020-2021 Purchase Order Report

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 (OF 28,762)

12.f Approval of Warrants

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 (OF 28,763)

12.g Ratification and Approval of Instructional Consultant Services

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.

Instructional Consultants.pdf (OF 28,764)

12.h Ratification and Approval of Instructional Consultant Services

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.

Non-Instructional Consultants.pdf (OF 28,765)

12.i Ratification of Agreement for Professional Services (Special Education)

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 (OF 28,766)

12.j Ratification of Agreement for Professional Services (Special Education)

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 (OF 28,767)

12.k Ratification of Agreement for Professional Services (Special Education)

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 (OF 28,768)

12.l Ratification of Agreement for Professional Services (Special Education)

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 (OF 28,769)

12.m Ratification of Agreement for Professional Services (Special Education)

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 (OF 28,770)

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

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 (OF 28,771)

12.o Approval of Agreement for Professional Services

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 (OF 28,772)

12.p Approval of Professional Services Agreement with SensLynx

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 (OF 28,773)

12.q Approval of Professional Services Agreement with Eleyo

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 (OF 28,774)

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

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 (OF 28,775)

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)

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 (OF 28,776)

President Frintner acknowledged the retirements of District teachers: Sydney Harrison, Burbank High School, Nancy Liebersbach, Burbank High School, Agnes Hoover, John Muir Middle School, Kathy Hodgins, Dolores Huerta Middle School, Elizabeth Thomas, Dolores Huerta Middle School, and classified management employee Rose Garcia, Superintendent's Office and Student Services.

It was moved by Steve Ferguson, and seconded by Armond Aghakhanian, that the Board of Education approve the item as recommended. The motion carried unanimously with the following roll-call vote: AYES – Frintner, Tabet, Ferguson, Weisberg, and Aghakhanian

13. REQUESTS TO ADDRESS THE BOARD

13.a Public Communications - Comments were allowed during 9a.

13.b Staff Responses - There were no staff responses.

13.c Board Members' Comments and Responses - Comments were made during 9a.

14. ADJOURNMENT

The meeting adjourned at 10:52 p.m. in Irene Papa's memory.

MINUTES APPROVED:

_____
MATTHEW HILL, SUPERINTENDENT
SECRETARY OF THE BOARD

6/3/2021
_____
DATE

_____
STEVE FERGUSON, CLERK

TO: Board of Education / Superintendent Consent 6/3/2021

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

SUBJECT: Certificated Personnel - Report Number 20-21-19. It is recommended that the following appointments for Certificated Personnel be approved and/or ratified. All personnel will be properly elected in accordance with District policies and salary schedule.

RETIRING	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DE BARROS, SANDRA Instructional Services	Elementary School Principal - FTE:100%	01.0-74200.0-00000-72000-1316-7429000	100	RA:005 - ST:08 STP: $1331	Began Service 09/01/1995	6/30/2021
BROIDY, HEATHER Adult School	Special Ed Teacher - FTE:80%	01.0-65000.0-57602-11200-1110-7440000 11.0-63910.0-41106-10000-1110-5330000	40 60	RA:006 - ST:24 STP: $2152.04	Began Service 09/06/1990	3/30/2021

RESIGNATION	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
WAWRYCHUK, AMY Dolores Huerta Middle School	Middle School Assistant Principal - FTE:100%	01.0-00000.0-00000-27000-1313-3210000	100	STP: $1331	Began Service 08/15/2016	6/30/2021
SHORTEN, DANA Burbank High School	Special Ed Teacher - FTE:100%	01.0-65000.0-57602-11100-1110-4310000	100	STP: $1345	Began Service 8/21/2006	5/28/2021
AVERY, LEONE John Muir Middle School	Teacher - FTE:100%	01.0-00000.0-38000-10000-1110-3220000	100	STP: $1345	Began Service 8/6/2018	5/28/2021
KLEBBA, MICHELLE Dolores Huerta Middle School	Teacher - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100		Began Service 8/11/2009	5/28/2021

ELECTION: PROBATIONARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
GRIGORIAN, GRANT Burbank High School	Teacher Math - FTE:100%	01.0-00000.0-11100-10000-1110-4310000	100	RA:003 - ST:05	Temp to Prob 2	8/9/2021
MESQUITA, NICHOLAS Dolores Huerta Middle School	Teacher English - FTE:100%	01.0-00000.0-11100-10000-1110-3210000	100	RA:005 - ST:03	Temp to Prob 2	8/9/2021

ELECTION: TEMPORARY	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
DAVIDSON, BRITTA Special Education	Coordinator Special Education Coordinator, Special Eduation -	01.0-32120.0-50010-21000-1311-7449000	100	RA:005 - ST:02 STP: $2662	To continue as Temp Sped Coord.	7/1/2021 6/30/2022
DAM, ABIGAIL Burroughs High School	High School Teacher Biology - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:005 - ST:01 STP: $1345		8/9/2021 5/27/2022
TATE, DERWIN Burroughs High School	Special Ed Teacher Mild/Moderate - FTE:100%	01.0-65000.0-57602-11100-1110-4320000	100	RA:005 - ST:07 STP: $2689	Temp year 2	8/9/2021 5/27/2022
BAROUTGIAN, ELIZABETH Burroughs High School	Teacher English - FTE:100%	01.0-00000.0-11100-10000-1110-4320000	100	RA:004 - ST:03	Temp year 2	8/9/2021 5/27/2022

ELECTION: SUMMER	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CARLTON, LEE Instructional Services	Tosa Summer School	01.0-01500.0-00000-27000-1930-5480000	100		Summer School TOSA 2021	5/31/2021 7/30/2021
CUSEO, VICTORIA Instructional Services	Tosa Summer School	01.0-01500.0-00000-27000-1930-5480000	100		Summer School TOSA 2021	5/31/2021 7/31/2021

CHANGE OF ASSIGNMENT	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
VASILESCU, IULIANA Luther Middle School	Special Ed Teacher Mild/Moderate - FTE:100%	01.0-65000.0-57602-11100-1110-3200000	100	RA:003 - ST:05 STP: $1345	Itinerant to Luther	8/9/2021

CHANGE OF DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
CT-0217-21, Luther Middle School	Teacher Leave of Absence	01.0-00000.0-11100-10000-1110-3200000	100		COVID LOA extended per MOU-Chg of End Date	4/12/2021 4/30/2021

CHANGE OF END DATE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
STEWART, CARLA Stevenson Elementary School	Long Term Spec Ed Sub Tchr Elem Sped	01.0-65000.0-57601-11100-1160-2150000	100			2/8/2021 5/28/2021
REAVES, HARVEY Burbank High School	Long Term Sub Teacher English	01.0-74220.0-11100-10000-1160-4319000	100			4/12/2021 5/24/2021
ROY, KATHLEEN Burbank High School	Long Term Sub Teacher Dance	01.0-74220.0-11100-10000-1160-4319000	100			4/13/2021 5/24/2021
STEWART, DAVID Burroughs High School	Long Term Sub Teacher English	01.0-74220.0-11100-10000-1160-4329000	100			4/13/2021 5/24/2021
GARCIA, JACQUELINE Human Resources	Long Term Sub Teacher Spanish	01.0-74220.0-11100-10000-1160-4319000	100			4/12/2021 5/24/2021

MANOKIAN, SHARIS Human Resources	Long Term Sub Teacher Math	01.0-00000.0-11100-10000-1160-4310000	100			4/12/2021 5/24/2021

LEAVE OF ABSENCE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
SULLIVAN, BENJAMIN Luther Middle School	Teacher Leave of Absence	01.0-00000.0-11100-10000-1110-3200000	100	RA:005 - ST:04	Child Bonding LOA	5/3/2021 5/28/2021

LEAVE OF ABSENCE (PAID)	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
KOVNER, DANIELLE Stevenson Elementary School	Elementary Teacher Elementary Job Share - FTE:100%	01.0-01500.0-00000-21300-1910-7420000 01.0-32120.0-00000-21300-1910-7429000	50 50	RA:006 - ST:11 STP: $672.5	Parental Bonding Leave	5/13/2021 5/28/2021

ELECTION: SUBSTITUTE	ASSIGNMENT	APPROPRIATION NUMBER	PCT	RATE OF PAY	REMARKS	EFFECTIVE DATE ENDING DATE
JUAREZ, CANDICE Human Resources	Sub Tchr/spec Ed Sub Tchr Substitute Teacher	01.0-00000.0-11100-10000-1160-7552000	100	Salary Rate: $135/140		5/13/2021

BURBANK UNIFIED SCHOOL DISTRICT
Personnel Report No. 20-21-19

June 3, 2021
Certificated - Hourly

Name	Program/Site	Task/Project	Type	Rate	Hour Cap	Applicable Payrolls
Barnhart, Julie	Jefferson	Intervention Planning	Hourly	$33.77	2	May
Bethel, Lisa	Edison	Intervention Planning	Hourly	$33.77	2	May
Bethel, Lisa	Edison	Intervention Teaching	Hourly	$45.52	3.5	May
Boyce, Olivia	Jefferson	Intervention Planning	Hourly	$33.77	2	May
Bravo, Michael	HR	Master Teacher	Stipend	$150.00	1	May
Carson, Emily	Washington	Intervention Teaching	Hourly	$45.52	6	May
Chavez, Ismael	CC	Additional duties as sub teacher	Hourly	$16.76	20	May
Clendenin, Erin	Jefferson	Intervention Planning	Hourly	$33.77	3	May
Fitzgerald, Nancy	Washington	Class Coverage	Hourly	$46.60	1.5	May
Gregoire, Deborah	Spec. Ed	Additional Duties Hrly Equivalent	Hourly	$87.38	10	April - May
Henry, Tricia	Jefferson	Intervention Teaching	Hourly	$45.52	3	May
Howitt, Elayne	Adult	Department Chair	Stipend	$1,477	1	January – May
Howitt, Elayne	Spec. Ed	Mentor Teacher	Stipend	$955.50	1	January - May
Johnson, Sandra	Edison	Intervention Planning	Hourly	$33.77	4	May
Johnson, Sandra	Edison	Intervention Teaching	Hourly	$45.52	4.8	May
Jurman, Marla	Jefferson	Intervention Planning	Hourly	$33.77	2	May
Kienlen, Susan	HR	Master Teacher	Stipend	$150.00	1	May
Kubler, Laura	HR	Master Teacher	Stipend	$150.00	1	May
Kubler, Laura	HR	Master Teacher	Stipend	$100.00	1	May
Lerner, Lia	Adult	Department Chair	Stipend	$1,477	1	January - May
Levi, Julie	Spec. Ed	Intervention Planning	Hourly	$33.77	6	May
Lincoln, Kristina	Washington	Class Coverage	Hourly	$46.60	1.5	May
Madera, Cynthia	HR	Master Teacher	Stipend	$150.00	1	May
Marte, Helene	Jefferson	Intervention Planning	Hourly	$33.77	2	May
Marinelli, Jean	Washington	Intervention Planning	Hourly	$33.77	2	May
Martinez, Briana	Jefferson	Intervention Planning	Hourly	$33.77	2	May
Matsumoto, Linda	Adult	Staff Development	Hourly	$22.98	4	May
Meza, Abraham	Adult	Department Chair	Stipend	$1,477	1	January – May
Pamperin, Melissa	HR	Master Teacher	Stipend	$75.00	1	May
Rosales, Jessica	CC	Additional duties as sub teacher	Hourly	$16.76	30	May

Silver, Shirley	CC	Additional duties as sub teacher	Hourly	$16.76	24	May
Soloym, Karen	Jefferson	Intervention Planning	Hourly	$33.77	2	May
Tutak, Christine	Adult	Department Chair	Stipend	$1,477	1	January – May
Udall, Kristin	Jefferson	Intervention Teaching	Hourly	$45.52	4	May
Waters, Melissa	HR	Master Teacher	Stipend	$150.00	1	May
Winstein, Deborah	HR	Master Teacher	Stipend	$150.00	1	May
Yeghyaian, Reneh	CC	Additional duties as sub teacher	Hourly	$16.76	6	May
Zepeda, Delores	CC	Additional duties at assignment	Hourly	$21.67	105	May - June

Retirement

AVANESSIAN, Arevahad	Instructional Assistant-Children's Center	12.0-90601.0-00010-10000-2110-5080000 12.0-90601.0-00010-10000-2110-5080000	.5313 .4688	32-VI	A A	06-11-21 06-11-21		Horace Mann Children's Center Began Service 02-17-98 Change of effective date
CAMARILLO, Lynda	Food Service Supervisor III	13.0-53100.0-00000-37009-2312-3210000 13.0-53100.0-00000-37009-2312-7490002	.50 .50	R-VII	D	04-26-21		Huerta Middle School Began Service 10-24-12

Resignation

DAVIES, Shelley	English Language Development Office Specialist I	01.0-01501.0-47600-27000-2410-4320000	.25	35-VI	D	05-27-21		Muir Middle School
DAVIS, Sandra	Intervention Specialist For At-Risk Students	01.0-01500.0-00000-31100-2210-7420000 01.0-32120.0-00000-31100-2210-7429000	.50 .50	53-VI	D	05-28-21		Emerson Elementary
KRUSE, Cara	Instructional Assistant-Special Education	01.0-65000.0-57602-11200-2110-2090000	.75	32-V	D	05-27-21		McKinley Elementary

Leave

KANG, Cherry	Instructional Assistant – Special Education	01.0-33100.0-57602-11100-2110-4310000	.75	32-III	D	05-06-21	05-27-21	Burbank High School Family Care & Medical

Additional Compensation for Longevity

ARMENTA, Brenda	Food Service Supervisor II	13.0-53100.0-00000-37009-2312-4320000	1.00	S-V	D	02-01-21		Burroughs High School 9 yrs., $201/mo.
CARDENAS, Doris	Instructional Assistant-Special Education	01.0-33100.0-57602-11200-2110-4320000	.8125	32-VI	D	05-01-21		Burroughs High School 15 yrs., $148/mo.
FALLS, Ralph	Electrician	01.0-81500.0-00000-81100-2210-7523000	1.00	57-VI	A	05-01-21		Facilities Services 25 yrs., $238/mo.
LIZARRAGA, Rafaela	FS Cook II	13.0-53100.0-00000-37000-2210-3220000	.750	31-VI	D	05-01-21		Muir Middle School 25 yrs., $238/mo.
MELARAGNO, Debra	Personnel Technician II	01.0-00000.0-00000-72000-2410-7550000	1.00	47-VI	A	05-01-21		Human Resources Services 20 yrs., $197/mo.
ONTIVEROS, Jose	Utility Driver	01.0-00100.0-00000-82000-2210-7520000	1.00	38-VI	A	05-01-21		Facilities Services 20 yrs., $197/mo.

Additional Compensation for Longevity (Continued)

PEREZ, Jorge	Custodian	01.0-00100.0-00000-82100-2210-7520025	1.00	35-VI	A	05-01-21		Facilities Services 15 yrs., $148/mo.
REYES, Abram	Grounds Technician	01.0-00100.0-00000-82200-2210-7520000 01.0-81500.0-00000-82200-2210-7523000	.100 .900	40-VI	A	05-01-21		Facilities Services 15 yrs., $148/mo.
RIVERA, Teresa	Food Service Cook II	13.0-53100.0-00000-37000-2210-4320000	.8125	31-VI	D	05-01-21		Burroughs High School 30 yrs., $277/mo.
SHAGHOLI, Lida	Instructional Assistant-Special Education	01.0-65000.0-57602-11200-2110-5300000	.750	32-VI	D	05-01-21		Monterey High School 20 yrs., $197/mo.
YANEZ, Mariana	Behavior Interventionist	01.0-65000.0-57601-31420-2211-7440000	1.00	L-VII	C	05-01-21		Special Education 9 yrs., $201/mo.

Change of Assignment – Classification/Location/FTE

ALEXAN, Lousia	Secretary	01.0-00000.0-00000-27000-2410-5750025 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	.50 .20 .02 .15 .08 .05	35-VI	A	07-01-21		Burbank Adult School

Election – Monthly

ROBINSON, Courtney	Senior Secretary	01.0-00000.0-00000-27000-2410-4310000	1.0	40-I	A	05-17-21		Burbank High School
YOUNG, Amber	Instructional Assistant-Severely Impaired	01.0-65000.0-57601-11100-2110-2093000	.6875	35-I	D	05-10-21		McKinley Elementary

Election – Hourly

ALDAOUD, Sahar	Instructional Assistant Children's Center	01.0-60100.0-11100-10000-2130-2169000		32-I	G	05-14-21	05-14-21	Children's Center
CHAVEZ, Yanira	Adult English Language Development Office Specialist III	11.0-00639.0-41100-27000-2440-5330000 11.0-63910.0-41100-27000-2440-5330044 11.0-63910.0-41101-27000-2440-5330000 11.0-63910.0-41102-27000-2440-5330000 11.0-63910.0-41104-27000-2440-5330000 11.0-63910.0-41106-27000-2440-5330000	.05 .10 .10 .30 .15 .30	39-VI	A	05-31-21	06-30-21	Burbank Adult School

Election – Hourly (Continued)

HAITAIAN, Ani	Instructional Assistant Translator Deaf	01.0-00000.0-11100-10009-2960-7552000	33-I	G	05-10-21		Instructional Services
HAKOP CHAKERIAN, Janet	Campus Supervision Assistant	01.0-00000.0-11100-10009-2960-7552000	35-I	G	04-28-21		Human Resources
LING, Andrew	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000	57-VI	A	04-01-21	06-30-21	Technology Services
LOPEZ, Ismael	Technology Support Specialist II	01.0-74200.0-00000-77000-2440-7739000	57-VI	A	04-01-21	04-30-21	Technology Services
LUNDBERG, Nuria Basanez	Bilingual Translator	01.0-01500.0-00000-27000-2950-7422000	16.24	G	03-01-21	05-31-21	Instructional Services
MCMURDO, Patricia	Educational Interpreter IV	01.0-65000.0-57602-11104-2130-7440000 01.0-65000.0-57602-11104-2140-7440000	61-VI	D	05-28-21	06-30-21	Special Education
MILLS, Linden	Campus Supervision Assistant	01.0-00000.0-11100-10009-2960-7552000	35-I	G	04-28-21		Human Resources
NIKOGHOSYAN, Gohar	Instructional Assistant – English Language Development	01.0-42030.0-47600-10012-2130-7429000	32-IV	D	05-01-21	05-27-21	Burbank High School
PAREDES, Xiomara	Educational Interpreter IV	01.0-65000.0-57602-11104-2130-7440000 01.0-65000.0-57602-11104-2140-7440000	61-VI	D	05-28-21	06-30-21	Special Education
PEREZ, Daniella	Instructional Assistant Special Education	01.0-00000.0-11100-10009-2960-7552000	32-I	G	01-22-21		Special Education
	Instructional Assistant Severely Impaired		35-I	G	01-22-21		Special Education
REINSMA, Madison	Educational Interpreter III	01.0-65000.0-57602-11104-2130-7440000 01.0-65000.0-57602-11104-2140-7440000	54-III	D	05-28-21	06-30-21	Special Education
ROBLES, Lisa	Discrete Trial Facilitator	01.0-65000.0-57601-11905-2130-7440000 01.0-65000.0-57601-11905-2140-7440000	40-IV	D	05-01-21	05-31-21	Special Education
SANTILLAN, Rosa	Instructional Assistant – Special Education	01.0-30100.0-11100-10012-2130-3229000	32-VI	D	04-12-21	05-26-21	Muir Middle School
SHAHBAZIAN, Shakeh	Instructional Assistant – English Language Development	01.0-42030.0-47600-24950-2950-7429000	32-III	D	05-12-21	05-12-21	Muir Middle School

Election – Hourly (Continued)

VALLES, Fidel	Custodian	01.0-90708.0-81000-50002-2240-7528000	35-VI	A	04-13-21	04-27-21	Huerta Middle School

Election – Student Helpers

BAGHOOMIAN, Andrew	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
BURROWS, Conner	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
CRIVELLI, Samuel	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
FLORES, Manuel	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
FLORES, Marco	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
HARRIS, Jack David	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
LEIVA, Damian	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
MICHEL, Raechel	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
NG, Kristin	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
PINNT, Xander	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education
SHEPHERD, Riley	YETP Student Worker	01.0-58100.0-57602-11100-2933-7440000	14.00	F	06-01-21	06-30-21	Special Education

Election – Walk on Coach

AHMED, Shaheen	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	14.00	F	03-01-21	05-01-21	Burbank High School
CADET, Junior Steven	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	14.00	F	12-01-20	12-31-21	Burbank High School
COLON, Danilo Antonio	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	14.00	F	03-01-21	05-31-21	Burbank High School
HAMMOND, Christine A	Short Term Athletic	01.0-00000.0-15001-42000-2171-4310000	14.00	F	03-01-21	05-31-21	Burbank High School
HARUTYUNYAN, David Chris	Short Term Performing Arts	01.0-90904.0-17011-41000-2171-4318100	14.00	F	05-01-21	05-31-21	Burbank High School
SWILLING, Leland Zachary	Short Term Athletic	01.0-90904.0-15001-42000-2171-4328100	14.00	F	03-01-21	05-31-21	Burroughs High School

Election – Walk on Coach (Continued)

UVAS, Ian Patrick	Short Term Performing Arts	01.0-90904.0-17006-41002-2171-4318100	14.00	F	05-01-21	05-31-21	Burbank High School

Signature Sarah Niemann

Title: Assistant Superintendent, Human Resources Services

BURBANK UNIFIED SCHOOL DISTRICT

BOARD DETAIL REPORT

Printed between 04/20/2021 & 05/10/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21000045	TRI SIGNAL INTEGRATION INC.	C/O 1: CANCEL ORDER; 2020-21 BLANKET ORDER; EQUIPMENT REPAIR & MAINTENANCE MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$1,000.00
21000089	DICK BLICK CO	C/O 1: REDUCE BY $200.00; 2020-21 BLANKET ORDER; ART SUPPLIES	BURBANK HIGH SCHOOL	010	$800.00
21000132	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 2: INCREASE BY $1,200.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$3,250.00
21000135	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 1: INCREASE BY $500.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	PROVIDENCIA ELEMENTARY	010	$2,000.00
21000136	SOUTHWEST SCHOOL & OFFICE SUPPLY	C/O 2: INCREASE BY $5,000.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$10,750.00
21000333	HATHAWAY-SYCAMORES	C/O 1: REVISE ACCOUNT STRING; CONSULTANT AGREEMENT; MENTAL HEALTH SERVICES; SPECIAL EDUCATION-MENTAL HEALTH FUNDS; BOARD APPROVED 6/18/20	SPECIAL EDUCATION	010	$195,405.00
21000443	UNITED SITE SERVICES	C/O 1: INCREASE BY $5,000.00; 2020-21 BLANKET ORDER; PORTABLE TOILET RENTAL FOR JBHS, PROVIDENCIA ES & MUIR MS; CITY OF BURBANK JOINT USE FUNDS	FACILITIES SERVICES	010	$14,000.00
21000497	FILE KEEPERS, LLC	C/O 1: INCREASE ORDER BY $50.00; 2020-21 BLANKET ORDER; DOCUMENT SHREDDING SERVICE; CONTINUATION EDUCATION-MONTEREY FUNDS	MONTEREY HIGH SCHOOL	010	$150.00
21000665	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	C/O 1: INCREASE BY $2,700.00; 2020-21 BLANKET ORDER; OFFICE AND CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$5,700.00
21000707	T-MOBILE	C/O 2: INCREASE BY $90,780.00; 2020-21 BLANKET ORDER; HOTSPOT MONTHLY SERVICE FEES; GEER, CRF & CRF LMM - S & C FUNDS	TECHNOLOGY SERVICES	010	$210,001.17
21000779	HATCH, ROBIN	C/O 2: UPDATE VENDOR INFO; 2020-21 BLANKET ORDER FOR REIMBURSEMENT TO ASSISTANT PRINCIPAL FOR SOFTWARE SUBSCRIPTION; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$1,260.00
21001799	FAMILY SERVICE AGENCY OF BURBANK	C/O 1: REVISE ACCOUNT STRING; CONSULTANT AGREEMENT; MENTAL HEALTH SERVICES; SPECIAL EDUCATION-STATE MENTAL HEALTH FUNDS; BOARD APPROVED 6/18/20	SPECIAL EDUCATION	010	$330,000.00
21002078	DAWSON, MARGARET M.	C/O 1: REDUCE ORDER BY $1,500.00; CONSULTANT AGREEMENT; STAFF DEVELOPMENT SESSIONS; CSI COMPREHENSION GRANT; BOARD APPROVED 12/17/20	MONTEREY HIGH SCHOOL	010	$1,500.00
21002541	AMAZON CAPITAL SERVICES	C/O 1: REDUCE ORDER BY $48.62; CLASSROOM SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$183.73

BOARD DETAIL REPORT

Printed between 04/20/2021 & 05/10/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21002636	GRAYBAR	C/O 2: INCREASE BY $526.55; TECHNOLOGY EQUIPMENT; GIFT FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$3,365.54
21002657	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $68.60; CLASSROOM SUPPLIES	STEVENSON ELEMENTARY	010	$35.77
21002676	MAGIC JUMP RENTALS, INC.	C/O 1: INCREASE ORDER BY $194.00; CHAIR RENTAL	EMERSON ELEMENTARY	010	$586.50
21002681	ULINE - Attn: ACCOUNTS RECEIVABLES	C/O 1: RETURN ITEMS; OFFICE FURNITURE; CRF FUNDS	SPECIAL EDUCATION	010	$433.95
21002714	SEAVINE LLC	C/O 1: CANCEL ORDER; HEALTH SUPPLIES; ESSER FUNDS	BURBANK HIGH SCHOOL	010	$1,574.61
21002740	PLAYPOWER LT FARMINGTON INC.	C/O 1: REVISE PIGGYBACK NAME FROM NJPA TO SOURCEWELL - BOARD 4/15/21; 2021-009 FURNISH AND INSTALL PLAYGROUND EQUIPMENT @ DISNEY ES AS PER SOURCEWELL PIGGYBACK CONTRACT 030117-LTS; BOND FUNDS; BOARD APPROVED 3/18/21	FACILITIES SERVICES	213	$209,140.88
21002785	AMAZON CAPITAL SERVICES	C/O 2: INCREASE ITEM QUANTITY; ART SUPPLIES	BURBANK HIGH SCHOOL	010	$1,937.06
21002812	ADCO ROOFING	C/O 1: CANCEL ORDER - INCORRECT VENDOR; DISTRICTWIDE ROOF LEAK RESPONSE AND PREVENTATIVE MAINTENANCE; BOARD APPROVED 3/4/21; DEFERRED MAINTENANCE FUNDS	FACILITIES SERVICES	140	$149,979.00
21002890	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEM & ORDER REPLACEMENT; OFFICE SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$145.92
21002891	AMAZON CAPITAL SERVICES	C/O 1: CANCEL RETURNED ITEMS; INSTRUCTIONAL SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$308.70
21002897	AMAZON CAPITAL SERVICES	C/O 1: REORDER ITEM; OFFICE SUPPLY	STEVENSON ELEMENTARY	010	$182.99
21002927	AMAZON CAPITAL SERVICES	C/O 1: REDUCE BY $30.44; CLASSROOM SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$1,649.43
21002931	AV PARTY RENTAL INC	C/O 1: INCREASE ORDER BY $75.00; CHAIR RENTAL	MILLER ELEMENTARY	010	$333.00
21002996	AMAZON CAPITAL SERVICES	C/O 1: REORDER RETURNED ITEM; CLASSROOM SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$3,768.68
21003095	AMAZON CAPITAL SERVICES	C/O 1: CANCEL ITEM AND REORDER; CLASSOOM SUPPLIES; GEER FUNDS	ROOSEVELT ELEMENTARY	010	$323.04
21003165	B & H PHOTO-VIDEO	CLASSROOM SUPPLY	MAGNOLIA PARK	010	$77.16
21003166	UME FEDERAL CREDIT UNION	STUDENT AWARDS	MILLER ELEMENTARY	010	$147.45
21003167	ALL AMERICAN TROPHY & ENGRAVING CO	STAFF AND STUDENT AWARDS	LUTHER BURBANK MIDDLE SCHOOL	010	$1,745.26
21003168	THE HORN SHOP	INSTRUMENT SUPPLY; ARTS FOR ALL FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$809.81

BOARD DETAIL REPORT

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PO Number	Vendor	Description	Site	Fund	Total Amount
21003169	HOUGHTON MIFFLIN HARCOURT SCHOOL DIVISION	ADOPTED TEXTBOOKS; LOTTERY-INSTRUCTIONAL MATERIALS FUNDS; BOARD ADOPTED 11/19/20	COMMUNITY DAY SCHOOL	010	$28,824.01
21003170	D'ANDREA, CHRISTINA	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$253.70
21003171	JUNKERMEIER, JOSHUA	REIMBURSEMENT TO TEACHER FOR HEALTH SUPPLIES	BURBANK HIGH SCHOOL	010	$328.89
21003172	ROTHACHER, LYNN	REIMBURSEMENT TO TEACHER FOR BOOKS	MUIR MIDDLE SCHOOL	010	$104.74
21003173	BESTLINK NETWARE INC	TECHNOLOGY SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$94.70
21003174	WALKER, AMY	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	PROVIDENCIA ELEMENTARY	010	$23.10
21003175	APPLE COMPUTER ED SALES	TECHNOLOGY SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$1,901.81
21003176	BERTRAND'S MUSIC	MUSICAL INSTRUMENTS; ARTS FOR ALL FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$4,181.40
21003177	OKAPI EDUCATIONAL PUBLISHING INC.	INSTRUCTIONAL MATERIALS; ELO GRANT	BRET HARTE ELEMENTARY	010	$19,710.19
21003178	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; TITLE I FUNDS	DISNEY ELEMENTARY	010	$1,180.79
21003179	APPLE COMPUTER ED SALES	TECHNOLOGY SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$104.74
21003180	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$364.64
21003181	DEMCO INC	LIBRARY SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$991.21
21003182	KR NIDA CORPORATION	COMMUNICATIONS EQUIPMENT	EMERSON ELEMENTARY	010	$5,168.82
21003183	MCGRAW HILL LLC	PRINT AND DIGITAL BOOK SUBSCRIPTION; CSI COMPREHENSION GRANT	MONTEREY HIGH SCHOOL	010	$11,599.33
21003184	AMAZON CAPITAL SERVICES	TECHNOLOGY AND OFFICE SUPPLIES	BRET HARTE ELEMENTARY	010	$207.67
21003185	AMAZON CAPITAL SERVICES	PROMOTION SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$84.18
21003186	TEXTBOOK WAREHOUSE INC	ADOPTED TEXTBOOKS; LCAP-EIA/LEP FUNDS	MUIR MIDDLE SCHOOL	010	$605.82
21003187	AMAZON CAPITAL SERVICES	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$35.04
21003188	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES AND BOOK; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$94.11
21003189	NASSP/NASC	2021-22 NATIONAL HONOR SOCIETY MEMBERSHIP	BURBANK HIGH SCHOOL	010	$385.00
21003190	ISLER, EMILY BARTH	REIMBURSEMENT TO PARENT FOR BOOKS; GIFT FUNDS	STEVENSON ELEMENTARY	010	$266.05
21003191	PARRILL, AIMEE	REIMBURSEMENT TO PARENT FOR FUNDRAISING SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$100.00
21003192	UME FEDERAL CREDIT UNION	CLASSROOM FURNITURE; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$150.99

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21003193	SONJA BIGGS EDUCATIONAL SERVICES, INC.	CONSULTANT AGREEMENT; INTERVENER PROFESSIONAL SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/15/21	SPECIAL EDUCATION	010	$35,885.20
21003194	AUDITORY PROCESSING CENTER OF PASADENA	CONSULTANT AGREEMENT; AUDITORY PROCESSING ASSESSMENT SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/15/21	SPECIAL EDUCATION	010	$2,300.00
21003195	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$337.12
21003196	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$11,208.21
21003197	HP INC	TECHNOLOGY EQUIPMENT; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$1,141.19
21003198	STRUYK, CONNIE	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$120.07
21003199	KUBECZKA, DEBORAH	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$36.40
21003200	MULTI-HEALTH SYSTEMS	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,599.73
21003201	AV PARTY RENTAL INC	CHAIR RENTAL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$238.00
21003202	ACADEMIC THERAPY PUBLICATIONS / HIGH NOON BOOKS	TESTING MATERIALS	SPECIAL EDUCATION	010	$218.30
21003203	UME FEDERAL CREDIT UNION	CULINARY ARTS SUPPLIES	BURBANK HIGH SCHOOL	010	$1,070.18
21003204	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,275.72
21003205	LEARNING WITHOUT TEARS	TESTING MATERIALS	SPECIAL EDUCATION	010	$103.03
21003206	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; LCAP-EIA/LEP FUNDS	MILLER ELEMENTARY	010	$15,743.90
21003207	AMAZON CAPITAL SERVICES	INSTRUCTIONAL SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$1,032.27
21003208	AMAZON CAPITAL SERVICES	STORAGE FURNITURE	LUTHER BURBANK MIDDLE SCHOOL	010	$1,408.93
21003209	AMAZON CAPITAL SERVICES	COMPETITION EQUIPMENT; CTE UNRESTRICTED FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$240.63
21003210	AMAZON CAPITAL SERVICES	FLAGS	LUTHER BURBANK MIDDLE SCHOOL	010	$104.57
21003211	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT	BURBANK HIGH SCHOOL	010	$1,305.26
21003212	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$133.22
21003213	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$539.55
21003214	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$829.02

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PO Number	Vendor	Description	Site	Fund	Total Amount
21003215	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	BRET HARTE ELEMENTARY	010	$336.17
21003216	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	EMERSON ELEMENTARY	010	$206.30
21003217	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$1,951.87
21003218	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	PROVIDENCIA ELEMENTARY	010	$341.54
21003219	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$171.47
21003220	AMAZON CAPITAL SERVICES	OUTDOOR EQUIPMENT	STEVENSON ELEMENTARY	010	$705.38
21003221	AMAZON CAPITAL SERVICES	CLASSROOM FURNITURE; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$540.90
21003222	AMAZON CAPITAL SERVICES	OFFICE AND CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$57.36
21003223	CFW ADVISORY SERVICES LLC	CONTINUING DISCLOSURE SERVICES	FISCAL SERVICES	010	$3,575.00
21003224	SCHOOL SPECIALTY, INC	OFFICE FURNITURE	WASHINGTON ELEMENTARY	010	$193.54
21003225	WILLIAM V MACGILL & COMPANY	HEALTH EQUIPMENT; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$314.16
21003226	HONEYSTEIN, GAIL	REIMBURSEMENT TO PTA COMMITTEE MEMBER FOR COMPUTER EQUIPMENT; GIFT FUNDS	MILLER ELEMENTARY	010	$184.38
21003227	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	WASHINGTON ELEMENTARY	010	$131.30
21003228	B & H PHOTO-VIDEO	CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$138.92
21003229	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE III-LEP STUDENT PROGRAM FUNDS	BURBANK HIGH SCHOOL	010	$7,670.52
21003230	HP INC	TECHNOLOGY EQUIPMENT; TITLE III-LEP STUDENT PROGRAM FUNDS	BURBANK HIGH SCHOOL	010	$1,141.19
21003231	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	ART SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$50.16
21003232	WET	SAFETY SUPPLIES; ESSER FUNDS	SPECIAL EDUCATION	010	$918.86
21003233	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; CSI COMPREHENSION GRANT FUNDS	MONTEREY HIGH SCHOOL	010	$11,792.32
21003234	AMAZON CAPITAL SERVICES	PLAYGROUND SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$255.82
21003235	READYFRESH	WATER FILTER RENTAL; GIFT FUNDS	ROOSEVELT ELEMENTARY	010	$350.55
21003236	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES	BRET HARTE ELEMENTARY	010	$59.92
21003237	SPICERS PAPER CO	WAREHOUSE STOCK; COPY PAPER	WAREHOUSE	010	$5,744.03
21003238	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$33.46
21003241	GARLAND/DBS INC	DISTRICTWIDE ROOF LEAK RESPONSE AND PREVENTATIVE MAINTENANCE; BOARD APPROVED 3/4/21; DEFERRED MAINTENANCE FUNDS	FACILITIES SERVICES	010	$149,979.00

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PO Number	Vendor	Description	Site	Fund	Total Amount
21003242	RANDALLS ART	PAINT NEW MURAL AT DOLORES HUERTA MIDDLE SCHOOL; FILM LA FUNDS	DOLORES HUERTA MIDDLE SCHOOL	010	$2,000.00
21003243	THE HOME DEPOT F/K/A SUPPLYWORKS	CUSTODIAL EQUIPMENT	JOHN BURROUGHS HIGH SCHOOL	010	$129.11
21003244	APPLE COMPUTER ED SALES	COMPUTER EQUIPMENT; GEER FUNDS	SPECIAL EDUCATION	010	$5,620.85
21003245	GOVCONNECTION, INC.	AUDIO VISUAL EQUIPMENT; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$704.68
21003246	PAPER DIRECT INC	DIPLOMA COVERS; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$167.51
21003247	AMAZON CAPITAL SERVICES	WORKBOOKS; TITLE III-LEP STUDENT PROGRAM FUNDS	BRET HARTE ELEMENTARY	010	$93.71
21003248	SCHOOL APPTITUDE LLC	SOFTWARE LICENSE; GIFT FUNDS	EDISON ELEMENTARY	010	$1,992.00
21003249	NJP SPORTS INC	FURNISH AND INSTALL TENNIS NETS AT JOHN BURROUGHS HIGH SCHOOL; ON-GOING & MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$685.10
21003250	SCHIERN, TAMARA	REIMBURSEMENT TO SPECIAL EDUCATION DIRECTOR FOR OFFICE SUPPLIES; GEER FUNDS	SPECIAL EDUCATION	010	$30.99
21003251	UME FEDERAL CREDIT UNION	STUDENT AWARDS; ACCOUNTS RECEIVABLE FUNDS	MUIR MIDDLE SCHOOL	010	$257.22
21003252	UME FEDERAL CREDIT UNION	STAFF AWARDS; GIFT FUNDS	MILLER ELEMENTARY	010	$84.60
21003253	CATES, LISA	REIMBURSEMENT TO OFFICE ASSISTANT FOR CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$46.86
21003254	GRAY, GRETCHEN	REIMBURSEMENT TO CURRICULUM SPECIALIST FOR CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$16.53
21003255	HERNANDEZ, DOROTHY	REIMBURSEMENT TO TEACHER FOR MEETING SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$142.42
21003256	YOUNG, BRANDI	REIMBURSEMENT TO PRINCIPAL FOR OFFICE SUPPLIES	WASHINGTON ELEMENTARY	010	$17.63
21003257	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$27.53
21003258	BENNY'S PIANO MOVERS	MOVING SERVICES	DOLORES HUERTA MIDDLE SCHOOL	010	$250.00
21003259	WESTERN PSYCHOLOGICAL SERVICES	TESTING MATERIALS	SPECIAL EDUCATION	010	$383.23
21003260	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; LCAP-EIA/LEP FUNDS	MUIR MIDDLE SCHOOL	010	$11,208.21
21003261	HP INC	TECHNOLOGY EQUIPMENT; LCAP-EIA/LEP FUNDS	MUIR MIDDLE SCHOOL	010	$1,141.19
21003262	OKAPI EDUCATIONAL PUBLISHING INC.	INSTRUCTIONAL MATERIALS; ELL GRANT	MILLER ELEMENTARY	010	$19,710.19
21003263	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT; TITLE I FUNDS	MILLER ELEMENTARY	010	$22,416.42
21003264	HP INC	TECHNOLOGY EQUIPMENT; TITLE I FUNDS	MILLER ELEMENTARY	010	$2,282.37
21003265	AREY JONES EDUCATIONAL SOLUTIONS	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$2,484.59

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21003266	SWYRICH CORPORATION	CUSTOM PINS	PERSONNEL SERVICES	010	$1,131.98
21003267	UME FEDERAL CREDIT UNION	RESTROOM EQUIPMENT; ADULT ED GENERAL APPORTIONMENT FUNDS	BURBANK ADULT SCHOOL	110	$213.19
21003268	PROCARE THERAPY	CONSULTANT AGREEMENT; CREDENTIALED TEACHER SERVICES; GEER FUNDS; BOARD APPROVED 4/15/21	SPECIAL EDUCATION	010	$3,744.00
21003269	BAVX RESOURCES, LLC	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$122.54
21003270	PEARSON ASSESSMENT	TESTING MATERIALS	SPECIAL EDUCATION	010	$8,080.09
21003271	LINKIN PRINTS	CUSTOM SHIRTS; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$1,111.32
21003272	EPS/SCHOOL SPECIALTY LITERACY & INTERVENTION	INSTRUCTIONAL MATERIALS	BRET HARTE ELEMENTARY	010	$295.14
21003273	TRONCOSO, JANETTE	REIMBURSEMENT TO OFFICE MANAGER FOR OFFICE SUPPLIES	EDISON ELEMENTARY	010	$66.18
21003274	AVERY, LEONE	REIMBURSEMENT TO TEACHER FOR CLASSROOM SUPPLIES	MUIR MIDDLE SCHOOL	010	$334.38
21003275	STAPLES BUSINESS ADVANTAGE TECHNOLOGY SOLUTIONS	COMPUTER EQUIPMENT; ELO FUNDS; PIGGYBACK CONTRACT SOURCEWELL #012320-SCC	TECHNOLOGY SERVICES	010	$699,136.63
21003276	PALMIERI, CHRISTIENNE	HEALTH SUPPLIES; ESSER FUNDS	BURBANK HIGH SCHOOL	010	$510.00
21003277	WEST COAST PROMOTIONAL SOLUTIONS	GRADUATION SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$670.82
21003278	IZURIETA FENCE COMPANY INC	FURNISH & INSTALL GATE AND FENCE PANEL AT DISNEY ES AS PER UNIT PRICE BID 1920-012; BOND FUNDS; BOARD APPROVED 5/6/21	FACILITIES SERVICES	213	$2,912.08
21003279	DIGITAL DOLPHIN SUPPLIES	SAFETY EQUIPMENT; ESSER FUNDS	WAREHOUSE	010	$3,031.88
21003280	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	SAFETY SUPPLIES; ESSER FUNDS	WAREHOUSE	010	$2,634.98
21003281	SCHOOL SPECIALTY, INC	CLASSROOM SUPPLIES; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$171.36
21003282	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	MUIR MIDDLE SCHOOL	010	$566.76
21003283	WILLIAM V MACGILL & COMPANY	HEALTH SUPPLIES	EMERSON ELEMENTARY	010	$221.06
21003284	EVERYTHING MEDICAL, LLC	HEALTH SUPPLIES	MILLER ELEMENTARY	010	$101.55
21003285	EVERYTHING MEDICAL, LLC	HEALTH SUPPLIES	MILLER ELEMENTARY	010	$150.72
21003286	TEACHER SYNERGY LLC	INSTRUCTIONAL MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$62.95
21003287	KREISBERG, ROBYN	CONSULTANT AGREEMENT; VIDEO MUSIC LESSONS; GIFT FUNDS; BOARD APPROVED 11/19/20	DISNEY ELEMENTARY	010	$1,500.00
21003288	UNITED SITE SERVICES	POWER POLE INSTALLATION AND MONTHLY RENTAL AGREEMENT FOR TWO-STORY MODULAR BUILDING PROJECT AT DISNEY ES; BOND FUNDS; BOARD APPROVED 4/15/21	FACILITIES SERVICES	213	$2,082.18

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PO Number	Vendor	Description	Site	Fund	Total Amount
21003289	MARCY COOK	INSTRUCTIONAL MATERIALS; TITLE I FUNDS	WASHINGTON ELEMENTARY	010	$360.00
21003290	4IMPRINT	CLASSROOM SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$547.98
21003291	SANDOVAL, SOPHIA	REIMBURSEMENT TO ASES STAFF FOR PARTY SUPPLIES; HEALTHY START-ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$41.07
21003292	DOLLARDAYS INTERNATIONAL INC	CLASSROOM SUPPLIES	EDISON ELEMENTARY	010	$1,345.55
21003293	REAL OT SOLUTIONS, INC.	INSTRUCTIONAL MATERIALS; GEER FUNDS	HORACE MANN CHILDREN´S CENTER	010	$59.13
21003294	GOGO SPEECH, LLC	E-BOOKS; GEER FUNDS	SPECIAL EDUCATION	010	$47.00
21003295	AMAZON CAPITAL SERVICES	SAFETY SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$39.67
21003296	SOUTHPAW ENTERPRISES	CLASSROOM SUPPLIES; GEER FUNDS	WASHINGTON ELEMENTARY	010	$41.08
21003297	FRED J MILLER, INC.	HEALTH SUPPLIES; ESSER FUNDS	MUIR MIDDLE SCHOOL	010	$1,203.06
21003298	LINKIN PRINTS	CUSTOM SHIRTS; GIFT FUNDS	STEVENSON ELEMENTARY	010	$833.49
21003299	THE MUSIC CENTER	CONSULTANT AGREEMENT; MUSIC ASSEMBLY SERVICES; GIFT FUNDS; BOARD APPROVED 3/4/21	MILLER ELEMENTARY	010	$250.00
21003300	FLUTE AIR SHIELD, LLC	CLASSROOM SUPPLIES; ESSER FUNDS	MUIR MIDDLE SCHOOL	010	$132.30
21003301	APPLE COMPUTER ED SALES	TECHNOLOGY SUPPLIES; GIFT FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$615.20
21003302	CHILDCARE CAREERS LLC	SUBSTITUTE SERVICES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$1,136.68
21003303	LACOE	VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 4/15/21	DISNEY ELEMENTARY	010	$1,050.00
21003304	PATEL, DIPALI	REIMBURSEMENT TO PTA MEMBER FOR CUSTOM SHIRTS; GIFT FUNDS	EMERSON ELEMENTARY	010	$530.00
21003305	UME FEDERAL CREDIT UNION	TECHNOLOGY SUPPLIES	PROVIDENCIA ELEMENTARY	010	$55.07
21003306	MASSEY, BAILEY	REIMBURSEMENT TO OCCUPATIONAL THERAPIST FOR SUPPLIES, BOOKS AND SOFTWARE LICENSE; GEER FUNDS	SPECIAL EDUCATION	010	$197.59
21003307	LOS ANGELES COUNTY TAX COLLECTOR	ANNUAL PROPERTY TAX BILLS FOR THE LAMER HOUSE	FISCAL SERVICES	010	$1,009.58
21003308	BURBANK HIGH SCHOOL ASB	DONATION FOR DAVID NELSON SCHOLARSHIP FUND; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$1,000.00
21003309	SIGN GYPSIES LOS ANGELES	GRADUATION SIGN RENTAL; FILM LA FUNDS	WASHINGTON ELEMENTARY	010	$139.00
21003310	GOPHER SPORT	PHYSICAL EDUCATION SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$344.98
21003311	SKILLSUSA CALIFORNIA	CONFERENCE FEES; CTE-UNRESTRICTED FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$250.00
21003312	CATES, LISA	REIMBURSEMENT TO OFFICE ASSISTANT FOR OFFICE SUPPLIES	EDISON ELEMENTARY	010	$129.33

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21003313	MOLLAUN, CORRIN	REIMBURSEMENT TO PARENT FOR CANCELLED OUTDOOR SCIENCE SCHOOL; GIFT FUNDS	BRET HARTE ELEMENTARY	010	$290.00
21003314	BURBANK COMMUNITY YMCA	AGREEMENT TO PROVIDE SERVICES FOR THE 2021 ELEMENTARY SCHOOL SUMMER PROGRAM; TITLE I FUNDS; BOARD APPROVED 3/18/21	INSTRUCTIONAL SERVICES	010	$93,750.00
21003315	UNITED SITE SERVICES	HAND WASHING STATION RENTAL AND SERVICE; IN-PERSON INSTRUCTION FUNDS	MUIR MIDDLE SCHOOL	010	$2,512.62
21003316	UNITED SITE SERVICES	HAND WASHING STATION RENTAL AND SERVICE; IN-PERSON INSTRUCTION FUNDS	JOHN BURROUGHS HIGH SCHOOL	010	$2,512.62
21003317	BARSEGHIAN CHERKEZIAN, ARPY	SOFTWARE LICENSE; TITLE I FUNDS	MUIR MIDDLE SCHOOL	010	$71.96
21003318	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	LUTHER BURBANK MIDDLE SCHOOL	010	$433.50
21003319	MACIAS, OSCAR	REIMBURSEMENT TO PRINCIPAL FOR SOFTWARE SUBSCRIPTION; PENDING BOARD APPROVAL 6/17/21	LUTHER BURBANK MIDDLE SCHOOL	010	$384.00
21003320	CHERYL MANN PRODUCTIONS	PHOTOGRAPHY SERVICES; GIFT FUNDS	EMERSON ELEMENTARY	010	$500.00
21003321	ROCHESTER 100 INC	CLASSROOM SUPPLIES	BRET HARTE ELEMENTARY	010	$818.61
21003322	SMARDAN SUPPLY BURBANK	BACKFLOW PREVENTION DEVICE; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$2,409.93
21003323	CHILDCARE CAREERS LLC	2020-2021 BLANKET ORDER; SUBSTITUTE SERVICES; ASES FUNDS	CHILD DEVELOPMENT SERVICES	010	$2,000.00
21003324	VAN DORN, SARA	REIMBURSEMENT TO SPEECH PATHOLOGIST FOR CLASSROOM SUPPLIES AND INSTRUCTIONAL MATERIALS; GEER FUNDS	SPECIAL EDUCATION	010	$306.92
21003325	AMAZON CAPITAL SERVICES	REPAIR MATERIALS; ON-GOING AND MAJOR MAINTENANCE FUNDS	FACILITIES PLANNING SERVICES	010	$472.27
21003326	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$38.58
21003327	ALL AMERICAN TROPHY & ENGRAVING CO	STUDENT AWARDS; GIFT FUNDS	BURBANK HIGH SCHOOL	010	$324.14
21003328	HOWARD, COREY	REIMBURSEMENT TO TITLE I COORDINATOR FOR STAFF GIFTS; GIFT FUNDS	MUIR MIDDLE SCHOOL	010	$84.24
21003329	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GEER FUNDS	BRET HARTE ELEMENTARY	010	$93.48
21003330	SPECIALIZED OFFICE SYSTEMS INC.	GRADUATION SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$646.07
21003331	LIGHTSPEED TECHNOLOGIES	TECHNOLOGY SUPPLIES	DOLORES HUERTA MIDDLE SCHOOL	010	$139.30
21003332	THE LAB DEPOT INC	SAFETY SUPPLIES; ESSER FUNDS	WAREHOUSE	010	$808.37
21003333	UME FEDERAL CREDIT UNION	GIFT CARD FOR STUDENT TRAVEL EXPENSES PER IEP; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$90.00

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21003334	AMAZON CAPITAL SERVICES	CLASSROOM SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$535.37
21003335	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLY	INSTRUCTIONAL SERVICES	010	$63.89
21003336	AREY JONES EDUCATIONAL SOLUTIONS	COMPUTER EQUIPMENT	PERSONNEL SERVICES	010	$2,467.53
21003337	CANION CREATIONS, LLC	BOOKS; ELO GRANT	INSTRUCTIONAL SERVICES	010	$3,942.00
21003338	RIVERSIDE INSIGHTS	TESTING MATERIALS	SPECIAL EDUCATION	010	$1,102.19
21003339	CITY OF BURBANK-COMMUNITY DEVELOPMENT DEPARTMENT	PERMIT FEES; ON-GOING AND MAJOR MAINTENANCE FUNDS	FISCAL SERVICES	010	$2,394.00
21003340	AMAZON CAPITAL SERVICES	STUDENT SHOWCASE SUPPLIES	MUIR MIDDLE SCHOOL	010	$71.61
21003341	JUNIOR LIBRARY GUILD	BOOKS; GIFT FUNDS	MILLER ELEMENTARY	010	$242.11
21003342	UNITED SITE SERVICES	FENCE INSTALLATION & RENTAL FOR DISNEY ES TWO-STORY MODULAR BUILDING PROJECT; BOND FUNDS; BOARD APPROVED 4/15/21	FACILITIES SERVICES	213	$1,488.55
21003343	WEST SAN GABRIEL LIABILITY & PROPERTY JPA	SELF JPA AB 218 REVIVED LIABILITY ASSESSMENT	FISCAL SERVICES	010	$143,725.21
21003344	LIBRE SCHOOL SERVICES	STUDENT TRANSPORTATION; ATHLETICS	JOHN BURROUGHS HIGH SCHOOL	010	$1,200.00
21003345	SCHOOL ZONE TRANSPORTATION, INC	2020-21 BLANKET ORDER; STUDENT TRANSPORTATION; ATHLETICS	BURBANK HIGH SCHOOL	010	$20,000.00
21003348	METCALF, DIANE	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE; GEER FUNDS	EMERSON ELEMENTARY	010	$15.00
21003349	CHILDCARE CAREERS LLC	2020-2021 BLANKET ORDER; SUBSTITUTE SERVICES; CHILD DEVELOPMENT FUNDS	CHILD DEVELOPMENT SERVICES	120	$1,500.00
21003350	COVINGTON, JILLIAN	REIMBURSEMENT TO TEACHER FOR GRADUATION SUPPLIES; GIFT FUNDS	EDISON ELEMENTARY	010	$327.01
21003351	LAPERRIERE, MARIA	REIMBURSEMENT TO PTA PRESIDENT FOR SCHOOL REOPENING SUPPLIES; GIFT FUNDS	STEVENSON ELEMENTARY	010	$72.21
21003352	HEALTH CONNECTED	SOFTWARE LICENSES; GEER FUNDS	INSTRUCTIONAL SERVICES	010	$2,500.00
21003353	MILLIE'S SWEET TREATS	GRADUATION SUPPLIES; GIFT FUNDS	JEFFERSON ELEMENTARY	010	$173.00
21003354	MY MUSIC FOLDERS	HEALTH SUPPLIES; IN-PERSON INSTRUCTION FUNDS	MUIR MIDDLE SCHOOL	010	$3,078.16
21003355	KR NIDA CORPORATION	MAINTENANCE AGREEMENT FOR BUSD REPEATERS AND RADIO EQUIPMENT	FACILITIES SERVICES	010	$5,236.88
21003356	KAITZ, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR SOFTWARE LICENCE; GIFT FUNDS	EMERSON ELEMENTARY	010	$69.54
21003357	AVILES, ALBERT AND KIMBERLY	REIMBURSEMENT TO PARENT FOR EDUCATIONAL SERVICES; SPECIAL EDUCATION FUNDS; BOARD APPROVED 4/15/21	SPECIAL EDUCATION	010	$5,600.00

BOARD DETAIL REPORT

Printed between 04/20/2021 & 05/10/2021

PO Number	Vendor	Description	Site	Fund	Total Amount
21003358	MACKIN EDUCATIONAL RESOURCES	BOOKS; GIFT FUNDS	MILLER ELEMENTARY	010	$3,644.48
21003359	COUNTY OF LOS ANGELES, DEPT OF PUBLIC HEALTH	2020-21 BLANKET ORDER; FOOD SAFETY INSPECTIONS; CHILD NUTRITION SCHOOL PROGRAM FUNDS	FOOD SERVICES	130	$6,310.00
21003360	AMAZON CAPITAL SERVICES	TECHNOLOGY SUPPLIES	JOHN BURROUGHS HIGH SCHOOL	010	$6.49
21003361	CREEKMORE, DEVAN	REIMBURSEMENT TO TEACHER FOR SOFTWARE LICENSE; CRF FUNDS	MILLER ELEMENTARY	010	$25.00
21003362	CURRICULUM ASSOCIATES INC	BOOKS	BRET HARTE ELEMENTARY	010	$163.94
21003363	GRAINGER INC	HVAC SUPPLIES; ESSER FUNDS	FACILITIES PLANNING SERVICES	010	$10,676.16
21003364	AMAZON CAPITAL SERVICES	PROMOTION SUPPLIES; GIFT FUNDS	MC KINLEY ELEMENTARY	010	$33.06
21003365	FIERRO, MAITE	GRADUATION SUPPLIES; GIFT FUNDS	EMERSON ELEMENTARY	010	$185.00
21003366	HONEYSTEIN, GAIL	REIMBURSEMENT TO EMPLOYE FOR CLASSROOM SUPPLIES; GIFT FUNDS	MILLER ELEMENTARY	010	$882.32
21003367	MEGLEMRE, JENNIFER	REIMBURSEMENT TO PRINCIPAL FOR STUDENT AWARDS	DOLORES HUERTA MIDDLE SCHOOL	010	$344.58
21003368	BESTLINK NETWARE INC	TECHNOLOGY SUPPLIES; GIFT FUNDS	WASHINGTON ELEMENTARY	010	$249.10
21003369	UME FEDERAL CREDIT UNION	OFFICE FURNITURE	TECHNOLOGY SERVICES	010	$573.30
21003370	LACOE	VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 4/15/21	JEFFERSON ELEMENTARY	010	$1,400.00
21003371	FARAZDAGHI, MARLENE	2020-21 BLANKET ORDER; REIMBURSEMENT TO OFFICE MANAGER FOR PARTY SUPPLIES; GIFT FUNDS	HORACE MANN CHILDREN´S CENTER	010	$500.00
21003374	MEAN STITCHING INC.	CUSTOM SHIRTS; GIFT FUNDS	EMERSON ELEMENTARY	010	$539.43
21003375	BURBANK PRINTING	OFFICE SUPPLIES	FISCAL SERVICES	010	$1,702.26
21003376	LACOE	VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 4/15/21	PROVIDENCIA ELEMENTARY	010	$700.00
21003377	LACOE	VIRTUAL OUTDOOR SCIENCE CLASSES; GIFT FUNDS; BOARD APPROVED 4/15/21	STEVENSON ELEMENTARY	010	$1,050.00
21003378	GUYER, DAVID	REIMBURSEMENT TO PRINCIPAL FOR TEACHER APPRECIATION MEETING SUPPLIES; FILM LA FUNDS	MONTEREY HIGH SCHOOL	010	$421.58
21003379	GOPHER SPORT	CLASSROOM FURNITURE	JOHN BURROUGHS HIGH SCHOOL	010	$6,308.54
21003380	OFFICE DEPOT/ BUSINESS SERVICES DIVISION	CLASSROOM SUPPLIES; SUMMER SCHOOL; SPECIAL EDUCATION FUNDS	STEVENSON ELEMENTARY	010	$450.62
21003381	MODERN BITE	MEETING SUPPLIES; FILM LA FUNDS	LUTHER BURBANK MIDDLE SCHOOL	010	$630.00
21003382	CULVER-NEWLIN INC	OFFICE FURNITURE; SPECIAL EDUCATION FUNDS	SPECIAL EDUCATION	010	$900.39
21003383	FLASHBAY INC.	HEALTH SUPPLIES; ESSER FUNDS	FISCAL SERVICES	010	$547.47
21003384	AMAZON CAPITAL SERVICES	TECHNOLOGY EQUIPMENT	BURBANK HIGH SCHOOL	010	$92.27

BOARD DETAIL REPORT

Printed between 04/20/2021 & 05/10/2021

PO Number	Vendor	Description		Site	Fund	Total Amount
			PO Count:	243	Total:	$2,647,949.55

Printed between 04/20/2021 & 05/10/2021

BOARD FUND SUMMARY

Fund	Description	PO Count	Total Fund Amount
010	General Fund - Unrestricted	234	$2,273,186.99
110	Adult Education Fund	1	$213.19
120	Child Development Fund	2	$2,636.68
130	Cafeteria Fund	1	$6,310.00
140	Deferred Maintenance Fund	1	$149,979.00
213	Building Fund - 3rd Issuance	4	$215,623.69
		Total:	**$2,647,949.55**

6/3/2021

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	
6891534	6891549		26307125	26307146	
6892206	6892238		26308641	26308649	
6894076	6894077		26310125	26310152	
6894925	6894945		26311413	26311426	
6894933	6894933		26313133	26313138	
6895862	6895895		26314543	26314557	
6897512	6897517		26316948	26316998	
6897934	6898078		594633	594746	
6900363	6900365		26325826	26325854	
6902501	6902572		594949	594949	
6906844	6906856		26328234	26328269	
6907814	6907821		26330158	26330181	
2992678	2993377		26331643	26331659	
3017055	3017145		26333353	26333378	
3044716	3045017		596010	596010	
3059823	3060509		26334886	26334902	
3076311	3076318		26336646	26336681	
3084156	3084213		26338238	26338245	

4/23/21 - 5/12/21	**$ 9,786,881.73**	**4/22/21 - 5/12/21**	**$ 3,715,809.99**

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 3, 2021
SUBJECT:	Approval of Instructional Consultant Services

Background:

The purpose of the Instructional Consultant Services is to enrich student learning. Consultants are selected based on their qualifications regarding specific subject areas. When a consultant is selected, the consultant, company/organization must complete the required paperwork by the District to ensure that District students receive the services they require. All consultant requests must be approved by the Board of Education prior to services being rendered.

Discussion and Issues:

Sites submit the required paperwork to Instructional Services. Work must not begin until the site receives a confirmation of Board approval from Instructional Services. If the Consultant assignment requires unsupervised contact with student(s) during the contract period, the Consultant will be required to provide Department of Justice fingerprint clearance through the District's Human Resources Services.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

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

BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
APPROVAL OF INSTRUCTIONAL CONSULTANT SERVICES

Board Meeting Date: June 3, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
District Office	Facing History and Ourselves	Facing History and Ourselves is an educational and professional development organization that will provide professional development at the Principal's Institute. "Teaching for Equity and Justice" will be delivered in (4) 90-minute sessions.	June 8-9, 2021	$25,000.00	01.0-74250.0-00000-21400-5810-7429000
District Office	The Music Center	The Music Center will provide six school assemblies for the elementary summer academy at Miller, McKinley and Bret Harte. Three assemblies will be the Taiko Project; and three will be Ballet Folcorico do Brasil.	June 16-24, 2021	$7,950.00	01.0-74250.0-11100-10000-5810-5480000

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BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 3rd of May, 20 21 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Facing History and Ourselves hereinafter referred to as "Consultant."

Payee's Name Facing History and Ourselves Daytime Phone Number 213-202-2811

Email Address mary_hendra@facinghistory.org

Mailing Address 350 S. Bixel Street #160, Los Angeles, CA 90017

Sponsoring Administrator Sharon Cuseo, Assistant Superintendent, Instructional Services

Board Approval Date June 3, 2021

Account String 01.0-74250.0-00000-21400-5810-7429000 (ELO)

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 $25,000.00 **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: $25,000 at end of sessions
4. Consultant will provide the following services:

   Principals Institute: Teaching for Equity and Justice - 4 modules, delivered in (4) 90-minute sessions across two days
   3 hours/2 sessions per day on June 8-9, 2021
5. The Consultant shall provide an invoice/Authorization for Payment of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated in the payment terms above.
6. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
7. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
8. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
9. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
10. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County

IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

DocuSigned by:

5/12/2021

BUSD Authorized Signature/Title Date

Consultant E269F0785H894CB... Facing History and Ourselves 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

FACING HISTORY AND OURSELVES

People make choices. Choices make history.

Proposal for Burbank USD
May 3, 2021

DESCRIPTION

Facing History and Ourselves (FHAO) is a nonprofit international educational and professional development organization. Our mission is to engage teachers and students of diverse backgrounds in an examination of racism, prejudice, and antisemitism in order to promote the development of a more humane and informed citizenry. We provide curricular and pedagogical resources, training, and ongoing consultation and coaching that supports teachers in asking critical questions about identity, choices, and justice. We strive to create courageous and reflective student-centered classrooms in which multiple perspectives are encouraged and honored, and facilitate collaboration with colleagues to produce interdisciplinary approaches that cultivate the skills, knowledge and dispositions of upstanders.

Facing History is one of few educational providers chosen by Collaborative for Academic, Social, and Emotional Learning (CASEL) for effective Social Emotional Learning programs in both middle and high school.

Outline of District Needs

Burbank USD is looking for a foundation of exploring and expanding attention to equity that will support their current endeavors for administrators, faculty, and community involvement. The work currently being done with Monterey High School is being met with appreciation and impact on adult mindsets, as evidenced by feedback from early sessions:

> *That POWER cannot be removed from the equation in Racism. I always imagined it was just about prejudice, so I could imagine myslef being discriminated against, but ultimately, being white gives me power that being of color does not come with.*
>
> *Students of color have a different experience of the world than I do, and it's CRUCIAL that I acknowledge and affirm that in the classroom.*

Burbank is looking to expand their work in this area, as they construct appropriate structures for the impact to be widespread and sustained. Based on current work, the needs are:

1. To provide space and support for leadership to grow in this area,
2. To set a foundation for the newly formed committee to come together for conversations about equity, and
3. To consider possibilities for full-district implementation, which may include pre-service days before the next school year starts, multiple-year rollout, and specific planning in collaboration with the district for what this rollout might look like.

Facing History's Approach to Teaching for Equity and Justice

Facing History has developed a four-module series that helps teachers dive deeper into the historical roots of racism, critical self-reflection in an adult-learning environment, and the practical implementation of shifting teaching practices to be attentive to issues of equity, race, and cultural competence.

When school leaders, teachers, and other adults in the building get the full four-module experience, they are collectively prepared to engage in school equity work that impacts all engagement with students and the community. This adult training along with the classroom implementation creates the whole school culture shift towards more equitable student-centered engagements, practices, and school policies.

FHAO's Teaching for Equity and Justice approach is built on four pillars:

Pillar 1: Exploring the History of Race and Academic Identity:
Understanding the history of marginalization in schooling

Pillar 2: Teacher Effectiveness:
Increasing teachers' self-efficacy, cultural awareness, and best practices for working with marginalized students

Pillar 3: Student Engagement:
Improving students' academic engagement, motivation, and sense of civic responsibility and agency.

Pillar 4: Whole School Culture and Climate:
Creating school culture and practices aimed at more equitable treatment and outcomes

The modules of this program for adult learning is detailed on the following pages. We have found that the historical elements are often worth spending more time with to fully understand, and that teachers want time to dive deeper into their own practice at the end.

FACING HISTORY AND OURSELVES

People make choices. Choices make history.

Proposed Scope of Work for Burbank USD
May 3, 2021

Teaching for Equity and Justice for Burbank USD Administrators
Four modules as described on following pages
Four 90-minute training sessions spread across two days of Principal Institute.
June 8th and June 9th (3 hours / 2 sessions per day)

Adult learning focus to prepare administrators to understand and lead equity work for their school sites and the district.

Up to 45 participants, anticipated as follows

- Principals from 18 schools
- Cabinet - 14 members
- ERGs - 12 members

2 facilitators from FHAO to provide for breakout sessions and appropriate responsiveness to individual concerns

The training above will be complemented by one hour specifically for each of the following groups with one Facing History facilitator:

- High School level administrators
- Middle school level administrators
- Elementary school level administrators
- ERGs

These sessions will be opportunities for participants to share plans and process the training together as it applies to their specific grade level needs.

The one-hour sessions for each group may be scheduled the afternoon of June 9th. Two facilitators are available, and each group will meet with one facilitator, so two groups can be scheduled simultaneously.

Recommendations for accompanying reading/activities can also be made available

All sessions anticipated to be done virtually

Cost to school for full proposal: $25,000

Note: this cost does not include full value of services. In appreciation of the collaboration desired by the school, FHAO will pursue additional financial support in order to fully meet school interests.

FACING HISTORY AND OURSELVES

People make choices. Choices make history.

Teaching for Equity and Justice

This series is divided into four interactive sessions designed to provide participants with the mindset and teaching practices necessary to be effective when working in urban communities and schools. Participants will be introduced to pedagogical strategies that challenge "the pedagogy of poverty," which is too often the norm when people from diverse backgrounds teach in unfamiliar urban communities and classrooms. During these sessions, Facing History staff will model effective strategies and use several print and audio-visual resources to challenge deficit model pedagogical practices that hinder student engagement by reinforcing cultural boundaries. Participants will be invited to explore what is possible when expectations are high and cultural boundaries are deconstructed.

Module 1: Cultivating a Space for Social, Emotional, and Academic Development

Overview: Module 1 introduces Facing History and Ourselves (FHAO) while also exploring what it means to create classrooms and schools that are committed to justice and equity. Participants will explore Facing History's foundational frameworks: the scope and sequence, the pedagogical triangle, and fostering a reflective classroom while making explicit connections to equity based approaches such as student-centered learning, empathy development, and student civic agency. Participants will explore key principles of school equity. Threaded throughout this module will be the opportunity for educators to explore their own individual identities in the context of their particular school.

Essential Questions:

- What is Facing History and Ourselves (FHAO)? What is FHAO's approach to equity?
- What classroom and school climate best supports equity work? How do we create such a climate?
- What is the connection between educator identity and teaching for equity?
- How do we begin to define equity in schools?
- Where do we go from here?

Module 2: History, Race, and Educational Inequity

Overview: This module sets the historical context for issues of educational inequity. The module is ultimately designed to build a foundational understanding of the "dominant narrative" or "whiteness" as a social construct that shaped the way we view intelligence and schooling. While it is not a comprehensive exploration of eugenics, it does set a historical foundation that gives educators a more cognitive understanding of the construct of race, the roots of IQ testing, the

racialization of academic identity and the resulting achievement gap. This session is a critical precursor to establishing mindsets for teaching for equity and justice.

Essential Questions:

- How do we have safe but brave conversations about race?
- How and why did the concept of race take root in colonial America?
- What are the legacies of the construct of race and its connection to intelligence?

Module 3: Developing Mindsets for Equity-based Work

Overview: Module 3 is designed to cultivate mindsets and dispositions for working with students who have been most impacted by inequity in and out of schools. Educators are invited to consider what it means to develop mindsets that are in the interest of equity and justice in schools. If one is to engage in more equitable practices, one must be intentional about challenging the legacies of a long held narrative that supports the notion that some children are innately intellectually inferior. In this session educators will explore why they teach and make connections to their "why" and equity. They will also explore how the historical narratives of racial inferiority have led to some troubling and dangerous single stories about certain student's academic identities. The session is about how to develop mindsets that expose our blind spots and challenge the myths.

Essential Questions:

- Why do you teach? What are the connections to equity?
- What are the single narratives associated with your students?
- How do those narratives "fit" the dominant narrative?
- How do you resist the troubling narratives placed on some of your students?

Module 4: Facing History and Ourselves and Culturally Responsive Teaching

Overview: Module 4 is about Culturally Responsive Teaching (CRT) and how FHAO's approach helps educators practice the key elements of CRT. FHAO's core approaches to teaching and learning are clearly aligned with CRT. CRT is not merely about teaching from the context of culture, but it's about combating systemic inequity through student-centered learning environments and practices. This is the essence of FHAO. In a FHAO classroom, students' identity and voice come to the forefront as they become curators of their own cultures. Students make their connections to what's being taught rather than educators making assumptions about where the students' cultural connections will be. FHAO's approach to CRT is not about reinforcing cultural stereotypes. It's more about creating content grounded learning journeys that allow for student reflection, critical thinking, and self-discovery.

Essential Questions:

- What is culture? Where does it intersect with race? Where is the tension between student, teacher, and school culture?
- Why become "critically conscious" around culture?
- What are the mindsets of culturally responsive educators?
- What does CRT look like in a Facing History classroom?
- What is at stake for teachers and students?

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 June, 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 213-972-4310

Email Address MTurner@MusicCenter.org

Mailing Address 135 North Grand Avenue, Los Angeles, CA 90012

Sponsoring Administrator Sandra DeBarros

Board Approval Date June 3, 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 $7,950.00 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on June 16, 2021 and terminating on June 24, 2021 .
3. Payment Terms: One Time Payment of $7,950.00
4. Consultant will provide the following services:

   The Music Center will provide six school assemblies at Miller, McKinley & Bret Harte. Three Taikoproject assmblies and three Ballet Folcorico do Brasil June 16, 2021 - June 24, 2021.

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.

		Keith Wyffels		05 / 19 / 2021
BUSD Authorized Signature/Title	Date	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.

THE MUSIC CENTER

135 N Grand Avenue
Los Angeles, CA 90012
(213) 972-7211

WHAT WE'RE ALL ABOUT

As L.A.'s performing arts destination, The Music Center is L.A.'s home to the world's greatest artistic programs and events. With four iconic theaters and four renowned resident companies – Center Theatre Group, the LA Master Chorale, the LA Opera and the LA Philharmonic – and recognized for its illustrious dance programming, *Glorya Kaufman Presents Dance at The Music Center*, The Music Center is a destination where audiences find inspiration in the very best of live performance, as well as nationally recognized arts education and free and low-cost arts engagement experiences. The Music Center also programs and manages Grand Park, a 12-acre adjacent greenspace, with year-round free programming. Follow The Music Center on Facebook, Twitter and Instagram (@MusicCenterLA).

THE MUSIC CENTER ON TOUR

A long-standing arts education program, *The Music Center on Tour* presents educational performing arts assemblies that invite students into the world of dance, music, theatre and storytelling. Our high-energy and engaging digital performances provide students with rich experiences. Each presentation includes customized curriculum in alignment with the new California Arts Standards that is designed to complement and deepen what students are learning in the classroom carried across cultures, styles and content areas.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 3, 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: June 3, 2021

Site	Name	Purpose	Dates	Cost	Appropriation Number
District Office	Hanover Research	Hanover Research will provide research assistance in terms of survey creation, implementation, and analysis service for the LCAP and School Climate Survey, as well as a variety of other projects. This is Year 3 of a 3-year agreement.	7/1/2021 – 6/30/2022	$40,500.00	01.0-00000.0-00000-72000-5850-7420025
Burbank Adult School	iHeartMEDIA	IHeartMEDIA will provide targeted marketing of Burbank Adult School courses on iHeartMEDIA markets platforms for Fall 2021, Spring 2022 and Summer 2022 semesters.	7/1/2021 – 6/30/2022	$30,000.00	11.0-63910.0-41101-27000-5850-5330000 11.0-63910.0-41102-27000-5850-5330000 11.0-63910.0-41104-27000-5850-5330000 11.0-63910.0-41106-27000-5850-5330000

HANOVER

Letter of Agreement

Date of Agreement: May 6, 2019
Client: Burbank Unified School District

Effective Date: July 1, 2019
End Date: June 30, 2022

Agreement
This agreement "Agreement" between The Hanover Research Council LLC ("Hanover Research") and Client runs from the Effective Date to the End Date. Under this Agreement, Client has the authority to request research services on any topic (the "Research Services"), as well as the right to ask Hanover Research to expedite work of particular urgency.

All Research Services are available to Client on a subscription basis within the confines of a sequential research queue, in that Hanover will perform up to one (1) Research Services project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics). Client may terminate this Agreement annually with a sixty (60) days' written notice prior to the anniversary date of each membership year (July 1, 2020 and July 1, 2021).

This Agreement hereby incorporates by reference the following terms and conditions ("Terms") that are available for review by Client online at: http://www.hanoverresearch.com/client-services-terms-conditions-education/. Client's signature below shall be deemed its acceptance and acknowledgement of the Terms as they related to the Research Services.

Service Fees and Invoicing Schedule:
Net 30 – Failure to pay promptly will result in project postponement.

	Invoice Date	Invoice Fee
Year 1	7/1/2019	$37,544**
Year 2	7/1/2020	$40,500
Year 3	7/1/2021	$40,500

***Includes 10% discount in Year 1*

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third party vendor if requested. If Additional Services are estimated to cost more than $5,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

Confirmation
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Burbank Unified School District

Signature: Sharon Cused

Date: 6/7/2019

Hanover Research Council LLC

Signature: Meredith Allison

Date: 6/10/2019

HANOVER RESEARCH

INVOICE

BILL TO: Burbank Unified School District
1900 West Olive Avenue
Burbank, CA 91506

INVOICE #: INV013624-DRAFT
CUSTOMER ID: CUS000152
DATE: 07/01/2021
PAYMENT TERMS: NET 30
DUE DATE: 07/31/2021

TOTAL AMOUNT: $

DESCRIPTION	START DATE	END DATE	AMOUNT
Services Agreement with Hanover Research	07/01/2021	06/30/2022	$40,500.00
		SUBTOTAL	$40,500.00
		Sales Tax	$0.00
		Discount	$0.00
		TOTAL	$40,500.00

PLEASE NOTE OUR BANK ACCOUNT HAS CHANGED IF YOU PAY VIA ACH:

Capital One Bank
Routing Number: 065000090
Account Number: 1361075737

PLEASE SEND CHECK TO THE ADDRESS BELOW:

The Hanover Research Council LLC
Attn: Accounting
4401 Wilson Blvd
9th Floor
Arlington, VA 22203

FEIN: 20-0253005

Thank You

PURCHASE ORDER
BURBANK UNIFIED SCHOOL DISTRICT

1900 WEST OLIVE AVE, BURBANK, CA 91506-2460
Phone: (818) 729-4400 Fax: (818) 729-4534

PURCHASE ORDER NO.
20000237
Show this number on invoices, packages and correspondence.

Vendor# 401456

HANOVER RESEARCH COUNCIL LLC

VENDOR
HANOVER RESEARCH COUNCIL LLC
4401 WILSON BLVD 9TH FLOOR
ARLINGTON, VA 22203

Phone: (202) 559-0049 **Fax:** (866) 808-6585

SHIP TO
BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
1900 WEST OLIVE AVE
BURBANK, CA 91506-2460

For: INSTRUCTIONAL SERVICES
JONES/CUSEO/LCAP BASE GRANT

PO Date: 06/18/2019 **Requested Delivery:** 07/01/2019 **Buyer Name:** Claudia Simancas **Req#** R0000526

ITEM NO.	QTY ORDERED	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	AGREEMENT BETWEEN THE BURBANK UNIFIED SCHOOL DISTRICT AND HANOVER RESEARCH FOR THE FOLLOWING SERVICES: PROVIDE RESEARCH ASSISTANCE LETTER OF AGREEMENT EFFECTIVE DATE: 7/1/19 LETTER OF AGREEMENT END DATE: 6/30/22 YEAR 1: $37,544 (INCLUDES 10% DISOCUNT IN YEAR 1) YEAR 2: $40,500 YEAR 3: $40,500 THIS P.O. COVERS YEAR 1 (INV. DATE 7/1/19): 7/1/19-6/30/20 THIS AGREEMENT WILL BE REVIEWED ANNUALLY BY BUSD FOR RENEWAL. BUSD MAY TERMINATE THIS AGREEMENT ANNUALLY WITH A SIXTY (60) DAYS' WRITTERN NOTICE PRIOR TO THE ANNIVERSARY DATE OF EACH MEMBERSHIP YEAR (JULY 1, 2020 AND JULY 1, 2021). BOARD APPROVED: JUNE 6, 2019 (YEAR 1 ONLY)	37,544.00	37,544.00
2	1	DISC	INTERNAL NOTE TO ACCOUNTS PAYABLE: PLEASE RUSH PAYMENT. PER VENDOR, 2% DISCOUNT ($750.88) IF PAYMENT IS RECEIVED WITHIN 10 DAYS (7/10/19) OF INVOICE DATE (7/1/19). REFERENCE INVOICE #INV009028	-750.88	-750.88

ACCOUNT NUMBER	AMOUNT
010-00000-0-00000-72000-5850-742-0025	$36,793.12

SUB TOTAL	$	36,793.12
SALES TAX	$	0.00
SHIPPING	$	0.00
TOTAL	$	36,793.12

(A)	SHIPMENT	DATE
(B)	SHIPMENT	DATE
(C)	SHIPMENT	DATE
(D)	SHIPMENT	DATE
(E)	SHIPMENT	DATE

BURBANK UNIFIED SCHOOL DISTRICT

Approved By:

Assistant Superintendent, Administrative Services

ORIGINATOR COPY

PURCHASE ORDER
BURBANK UNIFIED SCHOOL DISTRICT

1900 WEST OLIVE AVE, BURBANK, CA 91506-2460
Phone: (818) 729-4400 Fax: (818) 729-4534

PURCHASE ORDER NO.
21000163
Show this number on invoices, packages and correspondence.

Vendor# 401456

HANOVER RESEARCH COUNCIL LLC

VENDOR
HANOVER RESEARCH COUNCIL LLC
4401 WILSON BLVD 9TH FLOOR
ARLINGTON, VA 22203

Phone: (202) 559-0049 **Fax:** (866) 808-6585

SHIP TO
BURBANK UNIFIED SCHOOL DISTRICT
INSTRUCTIONAL SERVICES
1900 WEST OLIVE AVE
BURBANK, CA 91506-2460

For: INSTRUCTIONAL SERVICES
JONES/CUSEO/LCAP BASE GRANT

PO Date: 06/23/2020 **Requested Delivery:** 07/01/2020 **Buyer Name:** Claudia Simancas **Req#** R0000290

ITEM NO.	QTY ORDERED	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	EA	AGREEMENT BETWEEN THE BURBANK UNIFIED SCHOOL DISTRICT AND HANOVER RESEARCH FOR THE FOLLOWING SERVICES: PROVIDE RESEARCH ASSISTANCE LETTER OF AGREEMENT EFFECTIVE: 7/1/2019 LETTER OF AGREEMENT END DATE: 6/30/2022 YEAR 1: $37,544 (PO 20000237) YEAR 2: $40,500 (7/1/2020 - 6/30/2021) YEAR 3: $40,500 ***THIS PO COVERS YEAR 2 (7/1/2020 - 6/30/2021). BOARD APPROVED: JUNE 4, 2020 THIS AGREEMENT WILL BE REVIEWED ANNUALLY BY BUSD FOR RENEWAL. BUSD MAY TERMINATE THIS AGREEMENT ANNUALLY WITH A SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO THE ANNIVERSARY DATE OF EACH MEMBERSHIP YEAR (JULY 1, 2020 AND JULY 1, 2021).	40,500.00	40,500.00
2	1	DISC	INTERNAL NOTE TO ACCOUNTS PAYABLE: PLEASE RUSH PAYMENT. PER VENDOR, 2% DISCOUNT ($810.00) IF PAYMENT IS RECEIVED WITHIN 10 DAYS (7/10/20) OF INVOICE DATE (7/1/20). ********** ORDER ALREADY PLACED; REFERENCE INVOICE #INV011256	-810.00	-810.00

ACCOUNT NUMBER	AMOUNT
010-00000-0-00000-72000-5850-742-0025	$39,690.00

(A)	SHIPMENT	DATE
(B)	SHIPMENT	DATE
(C)	SHIPMENT	DATE
(D)	SHIPMENT	DATE
(E)	SHIPMENT	DATE

SUB TOTAL	$ 39,690.00
SALES TAX	$ 0.00
SHIPPING	$ 0.00
TOTAL	$ 39,690.00

BURBANK UNIFIED SCHOOL DISTRICT

Approved By:

Assistant Superintendent, Administrative Services

ORIGINATOR COPY

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 20 of MAY, 20 21 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and iHeartMedia Markets Group hereinafter referred to as "Consultant."

Payee's Name iHeartMedia Markets Group Daytime Phone Number (818) 566-4516

Email Address AlanDerwin@iHeartMedia.com

Mailing Address 3400 West Olive Avenue Suite 550, Burbank, CA 91505

Sponsoring Administrator Dr. John Paramo

Board Approval Date June 3, 2021

Account String 25% each = 11.0-63910.0-41101 (41102, 41104, 41106)-27000-5850-5330000

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 $ 30,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on JULY 1, 2021 and terminating on JUNE 30, 2022 .
3. Payment Terms: $12,000 Sept 15, 2021, $12,000 Feb 15, 2022, and $6,000 May 23, 2022
4. Consultant will provide the following services:

   PROVIDE TARGETED MARKETING OF BURBANK ADULT SCHOOL COURSES ON IHEARTMEDIA MARKETS PLATFORMS FOR FALL 2021, SPRING 2022, AND SUMMER 2022 SEMESTERS
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.

		Alan Derwin 5/20/21		
BUSD Authorized Signature/Title	Date	Consultant	iHeartMedia Markets Group	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.

MEMORANDUM OF UNDERSTANDING – PARTNERSHIP AGREEMENT FOR CAREER TECHNICAL EDUCATION AND MARKETING SERVICES PROVIDED BY iHeartMEDIA

The Burbank Unified School District (herein "District") and iHeartMEDIA (herein "Consultant") agree to the following Partnership Agreement (herein "Agreement") with respect to Consultant providing the District Career Technical Educational (herein "CTE") and Marketing services to successfully complete the outcomes outlined in Section I, Article A of the Agreement (herein "Outcomes") and improve enrollment for Burbank Adult School (herein "Burbank").

I. Consultant RESPONSIBILITIES

A. Outcomes
The Agreement is for Consultant to provide complete CTE and Marketing services to achieve the following Outcomes:
   1. Market to maximize enrollment for all non-CTE programs (ASE, ABE, ESL, EL Civics) & CTE programs as mutually determined.

B. Delivery of Services and Administration of Programs
Consultant will be responsible for delivering all CTE and Marketing services, but will collaborate with the District to ensure Outcomes are to the satisfaction of the District.

C. Use of Consultant Services for this Agreement is not Necessarily Binding
A Memorandum of Understanding is not a formal contract and, thus, the Agreement is not fully binding. However, while not a contract, adhering to the conditions of the Agreement is paramount to achieving the Outcomes. Therefore, once the terms of this Agreement have been approved by the proper authorities, it is understood by all parties that all invoices submitted by the Consultant for services rendered must be paid.

D. Schedule to Achieve Outcomes
   1. Efforts to be put forth in a timely manner for the Fall, Spring and Summer Sessions for the 2021/2022 school year.

E. General Description of Requirements to Achieve Outcome I
Though not exhaustive, following are actionable steps and deliverables that are required to complete Campaign 2:

- Provide targeted marketing to maximize enrollment in non-CTE programs including, but not limited to: Location-Based Behavioral, Location-Based Retargeting, Behavioral Targeting, Marketplace Targeting, Keyword Targeting, Retargeting, IHeart Radio Streaming, and Alt 98.7 FM Endorsement Spots
- Campaign 2 will deliver (at least) 3,009,000 targeted impressions as follows: July 2021 - 3 weeks, 1,230,000 impressions (600,000 Digital, 630,000 Radio); December 2021 – 3 weeks, 1,230,000 impressions; April/May 2022 – 2 weeks, 630,000 impressions (300,000 Digital, 330,000 Radio).

F. Fees to Be Paid to the Consultant for Each Outcome
Following are the fees that will be paid to the Consultant broken down by session:

Fall 2021	September 15, 2021	$12,000
Spring 2022	February 15, 2022	$12,000
Summer 2022	May 23, 2022	$6,000

G. Coordinator for the CTE and Marketing Services
Consultant will provide a coordinator who will serve as the contact to the District and work with the identified District and Adult School administration to ensure the action steps taken to achieve Outcomes are met.

H. Documentation
Consultant will provide the District with all required documentation and forms in a timely manner, when requested, including, but not limited to: marketing collateral, and other documents as required by the District or any other regulatory body.

I. Public Access
Consultant will ensure that CTE Program courses offered pursuant to this Agreement are advertised are fully open to the public.

II. DISTRICT RESPONSIBILITIES

A. District Administrator
The District will name an administrator to serve as the contact to Consultant.

B. Reimbursement
The District agrees to pay Consultant invoices as agreed upon in Section 1, Article H. District assures that Consultant invoices will be paid in a timely fashion.

III. GENERAL PROVISIONS

A. Confidentiality
All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District and Consultant will remain strictly confidential and will not be disclosed without prior written consent of the other party.

B. Entire Agreement: Amendment
This Agreement contains the complete and full agreement between the parties with respect to the subject matter hereof and will supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

C. Indemnification
Except as otherwise may be provided in this Agreement, each party will indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its officers, directors, regents, agents, employees, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its officers, directors, regents, agents, employees, students, or subcontractors.

D. Governing Law
This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement will be instituted and prosecuted only in a court of proper jurisdiction in Los Angeles County, California.

E. Non-Discrimination
Neither party will discriminate against any Consultant student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

V. DATES AND RESPONSIBLE PERSONNEL

An Action Plan with dates and responsible personnel will be fully developed and made available to all pertinent parties. Responsible parties are below:

Action Plan Dates and Responsible Personnel	TBD
iHeartMEDIA	Alan Derwin, Senior Account Director
District Administrator	John Paramo, Assistant Superintendent

This Memorandum of Understanding (MOU) is effective beginning July 1, 2021 and effective until June 30, 2022.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date of July 1, 2021.

BURBANK UNIFIED SCHOOL DISTRICT

_____ Date _____
John Paramo
Assistant Superintendent

iHeartMEDIA

Alan Derwin Date 5/19/21
Alan Derwin
Senior Account Director

Burbank Unified School District
Instructional Services
REPORT TO THE BOARD

TO: Members of the Board of Education

FROM : Sharon Cuseo, Assistant Superintendent, Instructional Services

PREPARED BY: Sharon Cuseo, Assistant Superintendent, Instructional Services

SUBMITTED BY: Jenny Jones, Administrative Secretary II

DATE: June 3, 2021

SUBJECT: Approval of Articulation Agreement with Los Angeles Valley College

---

Background:

California adopted the Common Core State Standards (CCSS) on August 2, 2010. In March of 2013 the State Board of Education also approved the College and Career Readiness Anchor Standards, from which the CCSS were derived. The goal is to prepare all students for success in college and the workplace. A significant component to the CCSS is college and career readiness. One component of college and career readiness is the ability of students to earn college credit for work completed at the high school level. This requires that the high school course meet the rigorous standards of the comparable college course. In order to make that determination, the instructors of the courses at both the high school and the college meet to evaluate the content of the high school course that is being considered for credit at the college. If the college instructors are satisfied that the high school course is comparable to the college course, then the course is designated as eligible for an articulation agreement between the specific college and the school district. An articulation agreement identifies the specific course for which students will be given college credit and is signed by representatives from both the college and the school district.

District Wide Goals for 2020-2021:

5.5 Increase student opportunities for achievement and success in Career Technical Education (CTE) classes and programs.

Discussion and Issues:

Instructors from Los Angeles Valley College (LAVC) and instructors from Burbank High School met and determined that the following courses are eligible for articulation:

BUSD School	BUSD Course Title	Los Angeles Valley College Course
Burbank HS	Accounting – National Academy Foundation	Introduction to Bookkeeping

Included in the proposed agreement is the procedure for the students to follow in order to receive credit for this course. This process begins with the student submitting a petition for college credit. The student

must also apply for admission to Los Angeles Valley College within two months and complete the following:

a. LAVC application
b. K-12 application form
c. Written letter of recommendation from the high school teacher
d. Credit by examination petition
e. Complete all LAVC requirements for credit by exam
f. Upon approval of the Credit by Exam petition, the student will take the exam written and graded by LAVC discipline faculty and administered at the LAVC department chair's discretion
g. Course credit will be posted on the student's transcript according to the LAVC policy on Credit by Exam

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the articulation agreement between the Burbank Unified School District and Los Angeles Valley College, for Introduction to Bookkeeping, effective June 4, 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.

LOS ANGELES VALLEY COLLEGE

COURSE ARTICULATION AGREEMENT

Date Submitted: 5/7/2021

Los Angeles Valley College **5800 Fulton Ave.** **Valley Glen, CA 91401**	**High School Name & Address:** **Burbank High School** 902 N 3rd St, Burbank, CA 91502
LAVC Course Name & Number: **CAOT 037** **LAVC College Course Title:** **Introduction to Bookkeeping**	**High School Course Title:** **Accounting NAF**
LAVC Instructor **Name: Michael Rahni** **Phone Number: 818-974-2364** **Email: rahnimk@lavc.edu**	**High School Instructor** **Name: Diane Grair** **Phone Number: (818) 558-4700** **Email: dianegrair@burbankusd.org**

Items in A – F below should match the information on the approved course outline of record.

A. COLLEGE COURSE DESCRIPTION: This course is designed to acquaint students with the principles and practices of bookkeeping. Topics include the fundamentals of double entry bookkeeping, worksheets, and preparation of financial statements.

B. UNITS: 3
TOTAL HOURS: 3 (From LAVC Catalog)

C. PREREQUISITES: (If Any) None

D. REQUIRED CONTENT FOR ARTICULATION: Introduction to Accounting/Bookkeeping in Business:

- Types of Businesses
- Accounting/bookkeeping in business
- Ethics in business
- Accounting/bookkeeping practices

The General Accounting Cycle:

- Analyzing transactions
- Posting journal and ledger entries
- Worksheets
- Chart of accounts
- Closing temporary accounts
- Adjusting entries
- Trial balance
- Closing entries

Revised 7/30/2019

- Reversing entries

Business Transactions and Financial Statements:
- Income statement
- Statement of owner's equity
- Balance sheet
- Trial balance and financial statements
- Statement of cash flows
- Interrelationships among financial statements

Sales and Receivables--Service and Merchandising Businesses:
- Sales on account
- Recording cash sales
- Customer payments
- Sales reports

Payables and Purchases--Service and Merchandising Businesses:
- Entering purchases on account
- Paying bills
- Writing checks
- Purchase reports
- Creating inventory items
- Inventory reports

Accounting for Payroll:
- Employee earnings and deductions
- Creating paychecks
- Employer payroll taxes and other liabilities

Account Practice Set

E. REQUIRED COMPETENCIES (PERFORMANCE OBJECTIVES) FOR ARTICULATION:

- Analyze and journalize/record transactions.
- Post transactions, prepare trial balances and worksheets.
- Analyze and/or calculate and journalize correcting, adjusting, closing, and reversing entries.
- Prepare financial statements--income statement, owner's equity, and balance sheet.
- Prepare a payroll and earnings record for employees.

F. TEXTBOOKS: Slater, College Accounting, 14th. Edition (Chapters 1-12), Pearson Publishing

G. METHODS FOR END–OF–COURSE ASSESSMENT: Final project that includes the completion of the accounting software for a small company.

H. OTHER SUPPORTING MATERIALS (INCLUDING SOFTWARE): Pearson has an online platform with accounting assignments that accompanies the textbook.

Revised 7/30/2019

I. PROCEDURES FOR STUDENTS TO RECEIVE CREDIT FOR COURSE:

1. When the student has passed the approved end–of– course assessments with a grade of C or better, the high school teacher may recommend that the student petition for college credit following the LAVC procedures.

2. LAVC Procedures:
   The student will apply for admission to Los Angeles Valley College within two months of course completion and will complete the following:
   a. LAVC application
   b. K-12 application form
   c. Written letter of recommendation from the high school teacher
   d. Credit by exam petition
   e. Complete all LAVC requirements for credit by exam.
   f. Upon approval of the Credit by Exam petition, the student will take the exam written and graded by LAVC discipline faculty and administered at the LAVC department chair's discretion.
   g. Course credit will be posted on the student's transcript according to the LAVC policy on Credit by Exam.

   The above documents will be turned in to the Dean of Career and Technical Education.

This agreement will be reviewed annually unless changes are made to the course or teacher assignment. It is the responsibility of the high school to notify LAVC when changes occur.

Revised 7/30/2019

REQUIRED SIGNATURES:

Los Angeles Valley College	Burbank High School
Initiating Faculty Member Printed Name: Michael Rahni Michael Rahni Date: 5/7/2021	Department Chair/Program Coordinator/Teacher Printed Name: Date:
Department Chair Printed Name: Michael Rahni Michael Rahni Date: 5/7/2021	Career/Perkins Counselor Printed Name: Diana Dysthe Date: 5.12.2021
Articulation Officer Printed Name: Date:	High School Instructor Printed Name: Diane Grair Date: 5/10/21
Dean of Career and Technical Education Printed Name: Date:	Principal Printed Name: THOMAS CROWTHER Date: 5/10/21
Vice President of Academic Affairs Printed Name: Date:	

ANNUAL REVIEW SIGNATURES:

LAVC Instructor	High School Instructor
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:
Printed Name: Date:	Printed Name: Date:

Revised 7/30/2019

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
SUBMITTED BY:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	John Paramo, Assistant Superintendent, Educational Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 3, 2021
SUBJECT:	Approval of 2021-2022 Courses and Instructional Minutes for the Independent Learning Academy

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Background

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

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

District-wide Goals for 2020-2021:

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

Discussion/Issues

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

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

Independent Learning Academy
List of Courses
Grades 9-12
2021-2022

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

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

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

Independent Learning Academy
List of Courses
Grade 8
2021-2022

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

Independent Learning Academy
List of Courses
Grade 7
2021-2022

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

Fiscal Implications

No additional costs.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the courses and instructional minutes for the Independent Learning Academy, effective July 1, 2021 through June 30, 2022, as presented.

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education
PREPARED BY:	Michele Otters, Purchasing Technician
SUBMITTED BY:	Michele Otters, Purchasing Technician
DATE:	June 3, 2021
SUBJECT:	Approval of Service Agreements for Nonpublic, Nonsectarian Schools and Agencies

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Background:

The Special Education Department requests the following master blanket purchase order be approved by the Board of Education to cover the Nonpublic Schools (NPS) and Nonpublic Agencies (NPA) listed below.

Discussion/Issues:

In order to expedite payments to Nonpublic Schools (NPS)/Nonpublic Agencies (NPA), it was decided that it would be more efficient to create a blanket purchase order to cover expenses for a one-year period rather than bringing individual requests to every Board meeting for specific schools and students.

The implementation of this procedure will not diminish the District's internal accounting controls. Each invoice will undergo the same audit procedure which verifies attendance and billing rates, and require the same documentation in order to issue payment to the NPS/NPA. The required documentation includes a master contract with the NPS/NPA, an ISA approving detailed services to each student, and an audited and authorized invoice.

The District has agreements for special education services to be provided by the attached list of Nonpublic Schools (NPS)/Nonpublic Agencies (NPA) for the months of July 2021 through June 2022.

Fiscal Impact:

Estimated costs for the attached list of NPS/NPA for July 2021 through June 2022: $5,600,000.00

Recommendation:

Tamara Schiern, Director, Special Education, recommends that the Board of Education approve the service agreements of nonpublic, nonsectarian schools and agencies as listed, under existing master contracts (01.0-65000.0-57601-11800-5810-7440000, 01.0-65460.0-57601-11800-5810-7440000, 01.0-65000.0-57601-11804-5810-7440000, 01.0-33270.0-57601-11800-5810-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the service agreements be exercised pursuant to BUSD-AR 3314, as presented.

Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
AMN Healthcare	NEW
Assignment America dba Medical Staffing Network (previously Advantage On-Call)	PS162
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
B.I.G. Solutions,LLC	PS247
Bayes Achievement Center	PS232
Behavior and Education, Inc.	PS229
Behavioral Education for Children with Autism, LLC	PS209
Behavioral Learning Center, Inc.	PS218
California Pyschcare, Inc.	PS256
Center for Autism and Related Disorders - Woodland	PS206
Center for Autism Spectrum Treatment, Inc.	PS215
Center for Developing Kids	PS060
Center for Vision Development Optometry, Inc.	PS201
Communications Solutions	PS253
CompHealth Medical	PS252
Copper Hills Youth Center	PS208
Devereux Advanced Behavioral Health Georgia	PS250
Devereux Cleo Wallace	PS219
Devereux Foundation Texas - League City Education	PS259
EdTheory	PS242
Educational Based Services (EBS Healthcare)	PS251
Elliott Institute	PS210
Familias First	PS116
Foundation for Communication	PS207
Frostig Center	PS202
Adventist Health Glendale-Eagle Rock	PS053
Goodwill Industries of Orance County, CA DBA Assistive Technology Exchange Center	PS096
Hathaway-Sycamores	PS030
Heartspring School	PS227
HELP Group	PS013
Heritage Schools, Inc.	PS070
Hillside School and Learning Center	PS029
Hillsides Education Center	PS088
Holding Hands Pediatric Therapy & Diagnostics	PS120
In Touch Behavioral Services	PS261
Inclusive Education & Community Partnership	PS257
Institute for Applied Behavior Analysis	PS111
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Invo HealthCare Associates, LLC	PS217
Irwin Lehrhoff, Phd.D. and Associates	PS100
LA Speech Pathology Services, Inc.	NEW
Lakemary School	PS255
Lindamood-Bell Learning Processes	PS198
Logan River Academy, LLC	PS228
Lovaas Institute for Early Intervention PS165	PS165
Maxim Healthcare Services	PS230

Maya Borna Inc., dba Therapy Lounge Center	PS246
McRory Pediatric Services, Inc.	PS239
New Directions Solutions, LLC	PS264
Cross Country Education	PS222
Northpoint School - Child & Family Guidance Center	PS203
Oak Grove Center - Jack Weaver School	PS036
Pacific Child & Family Associates	PS140
Pioneer Healthcare Services	PS200
Point Quest Pediatric Therapies, LLC	PS224
Positive Development of California	PS263
Pristine Rehab Care	PS212
Professional Tutors of America, Inc.	PS216
Protocol Agency	PS244
Provo Canyon School, Inc.	PS241
Ro Health Services	PS240
Rosemary Johnson & Associates Clinic, Inc.	PS223
S.T.A.R. Academy	PS226
Soliant Health	PS220
Solstice RTC / Fernwood Academy	PS262
South Bay High School - Stars Behavioral Health Group	PS205
Speech and Language Development Center	PS204
Speech, Language and Education Associates	PS104
Speechcom, Inc.	PS243
Staff Assistance, Inc. dba Assisted Healthcare Services	PS195
Sunbelt Staffing, LLC	PS213
The Genesis Group	PS260
The Speech Pathology Group, dba Child Counseling & Behavior Therapy Clinic,	PS199
The Speech Pathology Group, Inc.-Walnut Creek	PS254
The Stepping Stones Group, LLC	PS233
Therapists Unlimited	PS231
Therapy in Action	PS234
Therapy Staff, LLC	PS249
Therapy Travelers	PS238
Tierra del Sol Foundation	PS225
Total Education Solutions	PS236
Triumph Academy / Triumph Youth Services	PS258
Valley High School & Learning Center DBA Dubnoff School	PS004
Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

Burbank Unified School District
Business Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education
PREPARED BY:	Michele Otters, Purchasing Technician
SUBMITTED BY:	Michele Otters, Purchasing Technician
DATE:	June 3, 2021
SUBJECT:	Approval of Master Contract Renewal for Nonpublic, Nonsectarian Schools and Agencies

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Background:

The Special Education Department requests the following Master Contracts for the 2021-22 school year be approved by the Board of Education.

Discussion/Issues:

The attachment is a list of SELPA approved Master Contracts for special education services to be provided by Nonpublic Schools (NPS's) and Nonpublic Agencies (NPA's).

Fiscal Impact:

Costs are covered under the blanket order for service agreements for Nonpublic, Nonsectarian Schools and Agencies, presented to the Board of Education on June 3, 2021.

Recommendation:

Tamara Schiern, Director, Special Education, recommends that the Board of Education approve the Master Contracts for special education students, to be provided by the indicated nonpublic, nonsectarian schools and agencies (01.0-65000.0-57601-11800-5810-7440000, 01.0-65460.0-57601-11800-5810-7440000, 01.0-65000.0-57601-11804-5810-7440000, 01.0-33270.0-57601-11800-5810-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the contracts be exercised pursuant to BUSD-AR 3314, as presented.

Name	MC #
360 Degree Customer Inc.	PS221
Academy for the Advancement of Children with Autism	PS002
AMN Healthcare	NEW
Assignment America dba Medical Staffing Network (previously Advantage On-Call)	PS162
Autism Behavior Intervention, Inc.	PS211
Autism Spectrum Therapies	PS003
B.I.G. Solutions,LLC	PS247
Bayes Achievement Center	PS232
Behavior and Education, Inc.	PS229
Behavioral Education for Children with Autism, LLC	PS209
Behavioral Learning Center, Inc.	PS218
California Pyschcare, Inc.	PS256
Center for Autism and Related Disorders - Woodland	PS206
Center for Autism Spectrum Treatment, Inc.	PS215
Center for Developing Kids	PS060
Center for Vision Development Optometry, Inc.	PS201
Communications Solutions	PS253
CompHealth Medical	PS252
Copper Hills Youth Center	PS208
Devereux Advanced Behavioral Health Georgia	PS250
Devereux Cleo Wallace	PS219
Devereux Foundation Texas - League City Education	PS259
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Elliott Institute	PS210
Familias First	PS116
Foundation for Communication	PS207
Frostig Center	PS202
Adventist Health Glendale-Eagle Rock	PS053
Goodwill Industries of Orance County, CA DBA Assistive Technology Exchange Center	PS096
Hathaway-Sycamores	PS030
Heartspring School	PS227
HELP Group	PS013
Heritage Schools, Inc.	PS070
Hillside School and Learning Center	PS029
Hillsides Education Center	PS088
Holding Hands Pediatric Therapy & Diagnostics	PS120
In Touch Behavioral Services	PS261
Inclusive Education & Community Partnership	PS257
Institute for Applied Behavior Analysis	PS111
Institute for the Redesign of Learning DBA Almansor Center/Westmoreland Academy	PS021
Invo HealthCare Associates, LLC	PS217
Irwin Lehrhoff, Phd.D. and Associates	PS100
LA Speech Pathology Services, Inc.	NEW
Lakemary School	PS255
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Maxim Healthcare Services	PS230

Maya Borna Inc., dba Therapy Lounge Center	PS246
McRory Pediatric Services, Inc.	PS239
New Directions Solutions, LLC	PS264
Cross Country Education	PS222
Northpoint School - Child & Family Guidance Center	PS203
Oak Grove Center - Jack Weaver School	PS036
Pacific Child & Family Associates	PS140
Pioneer Healthcare Services	PS200
Point Quest Pediatric Therapies, LLC	PS224
Positive Development of California	PS263
Pristine Rehab Care	PS212
Professional Tutors of America, Inc.	PS216
Protocol Agency	PS244
Provo Canyon School, Inc.	PS241
Ro Health Services	PS240
Rosemary Johnson & Associates Clinic, Inc.	PS223
S.T.A.R. Academy	PS226
Soliant Health	PS220
Solstice RTC / Fernwood Academy	PS262
South Bay High School - Stars Behavioral Health Group	PS205
Speech and Language Development Center	PS204
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Speechcom, Inc.	PS243
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The Speech Pathology Group, Inc.-Walnut Creek	PS254
The Stepping Stones Group, LLC	PS233
Therapists Unlimited	PS231
Therapy in Action	PS234
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Tierra del Sol Foundation	PS225
Total Education Solutions	PS236
Triumph Academy / Triumph Youth Services	PS258
Valley High School & Learning Center DBA Dubnoff School	PS004
Verdugo Hills Autism Project	PS112
Villa Esperanza	PS007
Working With Autism, Inc.	PS237

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 3, 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 to conduct an Independent Neuropsychological Educational Evaluation (IEE) for Special Education Student 960033193, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

Per confidential agreement with the family, the District is obligated to provide an they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $6,000.

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 Leah Ellenberg, Ph.D., to provide an Independent Neuropsychological Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960033193, not to exceed $6,000 (01.0-65000.0-57602-11900-5850-7440000), effective May 13, 2021 through December 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 13th day of May 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and : Leah Ellenberg, PhD. hereinafter referred to as "Consultant."

Leah Ellenberg, PhD. leahellenberg@gmail.com 310-273-2701
Payee's Name (Person or Company) Email Daytime Phone Number

Mailing Address: 9401 Wilshire Blvd. Ste. 730 Beverly Hills CA 90212
City State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval Date: 06/03/2021 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 $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 6,000.
2. The term of the Agreement shall be the period commencing on 05/13/2021 and terminating on 12/30/2021.
3. Consultant will provide the following services:

   Consultant will provide a neuropsychoeducational independent education evaluation (IEE) for Special Education Student 960033193. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.

   Consultant will provide protocols to the District if needed for due process
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Leah Ellenberg, Ph.D. 5/14/21

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

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 3, 2021
SUBJECT:	Ratification of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to ratify an agreement for professional services to conduct an Independent Educational Evaluation (IEE) for the Special Education Student 960010452, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $1,600.

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 Dr. Karen Epport, to provide an Independent Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960010452, not to exceed $1,600 (01.0-65000.0-57602-11901-5850-7440000), effective May 1, 2021 through December 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 11th day of May 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Karen L. Epport, Ph.D. hereinafter referred to as "Consultant."

Payee's Name Karen L. Epport, Ph.D. Daytime Phone Number: 310-503-7880 Email: karenepportphd@gmail.com

Mailing Address: 7933 Flight Place, Los Angeles, CA 90045

Sponsoring Administrator: Matt Hill, Superintendent
Signature Date

Board Approval: 06/03/2021

Account Code: 01.0-65000.0-57602-11901-5850-7440000

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

WITNESSETH:

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

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

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

NOW THEREFORE, the parties mutually agree as follows:

1. The Consultant agrees to perform the following services for the District, for a total not to exceed $1,600 **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 12/30/2021.
3. Payment Terms: 45 Days

   Consultant will provide a Speech and Language IEE for Special Education Student 960010452. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing, travel time to Burbank from Westchester, and attendance at the IEP meeting to review the report/discuss findings.

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, Special Education Date

Consultant 5-17-2021
Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.

Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 3, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement for professional services to conduct an Independent Psychological-Educational Evaluation (IEE) for Special Education Student 960024370, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student does not agree with the results of an assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $5,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend 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 December 30, 2021, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was May 6, 2021. The effective date is from April 7, 2021 through June 30, 2021. The amendment extends the end date from June 30, 2021 to December 30, 2021. Due to school ending on May 26, the assessor is unable to complete the IEE by June 30, 2021. Therefore, the date needs to be extended through December 30, 2021.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 7th day of April 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Dr. Carlos A. Flores hereinafter referred to as "Consultant."

Dr. Carlos A. Flores	florescal@att.net	626-356-3626
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 16 South Oakland Avenue, Suite 202 Pasadena, CA 91101
City State Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval Date: ~~05/06/2021~~ 06/03/2021 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 $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 5,000.
2. The term of the Agreement shall be the period commencing on 04/07/2021 and terminating on ~~06/30/2021~~ 12/30/2021.
3. Consultant will provide the following services:

   An Independent Psychological-Educational Evaluation and attend IEP meeting for General Education Student 960024370.
   ****Consultant will provide protocols to the District if needed for due process****
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

		5/17/2021	
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:	June 3, 2021
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The purpose of the agreement for professional services is to hire an intervener professional (as a consultant) to provide support for Special Education Student 160003888.

Discussion/Issues:

The District is obligated to provide services for students with Individualized Education Plans (IEPs) who attend our schools. The District does not have the staff to support Special Education Student 160003888, by contracting with an agency to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

No to exceed $89,713.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Sonja Biggs Educational Services, Inc., to provide an intervener professional, not to exceed $89,713 (01.0-65000.0-57602-11900-5850-7440000), effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 17th day of May 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Sonja Biggs Educational Services, Inc. hereinafter referred to as "Consultant."

Sonja Biggs Educational Services, Inc.	lindy.culler@sbesinc.com	855-525-7237
Payee's Name (Person or Company)	Email	Daytime Phone Number

Mailing Address: 7493 Dornoch Court	Gilroy	CA	95020
	City	State	Zip

Sponsoring Administrator: Matt Hill	Superintendent		Special Education
Print Name	Title	Signature	Location

Board Approval Date: 06/03/2021 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 $ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $89,713.
2. The term of the Agreement shall be the period commencing on 07/01/2021 and terminating on 06/30/2022.
3. Consultant will provide the following services:

   Consultant to provide intervener services for Special Education Student 160003888.

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 be paid after 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:	June 3, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend an agreement for professional services to hire an outside credentialed Special Education Teacher (as a consultant). The consultant will assist with assessments, writing the assessment reports and implementing and attending IEP's of Special Education students.

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 a consultant to remain in compliance with IEP regulations and/or settlement agreements.

Fiscal Impact:

The total not to exceed $1,180.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and Susan Martin, to support Special Education Students, not to exceed $1,180 (01.0-65000.0-57602-11900-5850-7440000), effective March 1, 2021 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 March 18, 2021. The original effective date was from March 1, 2021 through May 28, 2021. This amendment extends the end date to June 30, 2021. This amendment also increases the total to $1,180.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 19th day of March 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Susan Martin hereinafter referred to as "Consultant."

Payee's Name Susan Martin Daytime Phone Number: _____ Email Address: _____

Mailing Address: _____

Sponsoring Administrator: _____
Matt Hill Superintendent Date

Board Approval: ~~03/18/2021~~ 06/03/2021

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 _X_cal STRS Retirement Date June 2017

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 $44 per hour▪/ per day □/ per session□ for a total not to exceed ~~$880~~ $1,180 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 03/01/2021 and terminating on ~~05/28/2021~~ 6/30/2021.
3. Payment Terms: Net 45 Days

   Consultant will provide up to 27 hours of service for various assessments, written reports and attend IEP meetings 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 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 3, 2021
SUBJECT:	Approval of Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to approve an agreement for professional services to conduct an Independent Psycho-Educational Evaluation (IEE) for the Special Education Student 960013929, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

When a parent of a student with a disability does not agree with the results of a special education assessment of their student, as conducted by the school team, they have the right to obtain an Independent Educational Evaluation (IEE), at no cost to the parent (§300.502).

Fiscal Impact:

Not to exceed $5,500.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Adriana Anaya Navarro, PsyD., to provide an Independent Psychological-Educational Evaluation (IEE) and attend an IEP meeting for Special Education Student 960013929, not to exceed $5,500 (01.0-65000.0-57602-11900-5850-7440000), effective June 3, 2021 through December 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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 21st day of May 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and : Adriana Anaya, PsyD hereinafter referred to as "Consultant."

Adriana Anaya, PsyD	dradrianaanaya@gmail.com		562-204-6441
Payee's Name (Person or Company)	Email		Daytime Phone Number
Mailing Address: 13033 Penn St. Ste. 800	Whittier	CA	90602
	City	State	Zip

Sponsoring Administrator: Matt Hill Superintendent Special Education

Print Name Title Signature Location

Board Approval Date: 06/03/2021 Account Code: 01.0-65000.0-57602-11900-5850-7440000

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

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour ☐ / per day ☐ / per session ☒ for a total not to exceed $ 5,500.
2. The term of the Agreement shall be the period commencing on 06/03/2021 and terminating on 12/30/2021.
3. Consultant will provide the following services:

   Consultant will provide a Psychological-Educational Evaluation (IEE) for Special Education Student 960013929. This cost includes the following: review of all educational documents, interviews with educational staff, observations, direct assessment of the student (this usually involves multiple assessment sessions), scoring/interpretation of data, report writing and attendance at the IEP meeting to review the report/discuss findings.
   ****Consultant will provide protocols to the District if needed for due process****
4. The Consultant shall provide an invoice to the Assistant Superintendent, Business Services of the time spent in providing the services and preparing the products required by this Agreement. Consultant will be paid at the conclusion of this contract unless otherwise stated.
5. It is expressly understood and agreed to by both parties hereto that the Consultant, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent or employee of the aforesaid District.
6. Consultant agrees to defend, indemnify, save, and hold harmless the District, its governing body, the individual members thereof, and all officers, agents and employees of the District from all loss, cost, and expense arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of Consultant's performance or failure to perform services under this Agreement.
7. This agreement may be terminated at any time based upon the mutual agreement of the parties hereto. This agreement may also be terminated immediately by the District should Consultant breach this agreement or fail to perform the required services in a satisfactory manner.
8. Consultant agrees to pay all Federal, State and Local taxes, and fees that are owed as a result of payments made to Consultant pursuant to this agreement. Consultant agrees to indemnify and hold harmless the District from any and all costs, loss, or liability whatsoever arising from or caused by any challenge to the payments made to Consultant pursuant to this agreement, including but not limited to any liabilities or penalties assessed or levied by any and all local, state, or federal taxing authorities against the District.
9. Consultant agrees to ensure that they do not exceed the applicable earnings limitation under CALPERS or STRS and agrees to be solely responsible for any actions taken by CALPERS or STRS as a result of exceeding the applicable earnings limitation.

Burbank Unified School District of Los Angeles County
IN WITNESS THEREOF, the parties hereto have set their hands on the day and in the month and year first above written.

Tamara Schiern, Director of Special Education Date Consultant Date

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

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director of Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director of Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 3, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The Board of Education is being asked to amend the agreement to escort and transport special education students, pursuant to California Education Code (Sections 17604 and 35163), as presented in the Confidential Exhibit.

Discussion/Issues:

The District is currently obligated to provide services for students who are Burbank residents whose IEPs require such services. If the District does not have qualified staff to perform specific services, it is obligated to contract outside the District for such services.

Fiscal Impact:

Not to exceed $36,000.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education amend an agreement between the Burbank Unified School District and West Shield Adolescent Services, to escort and transport special education students to out of state residential facilities, not to exceed $36,000 (01.0-07240.0-50010-36000-5812-7440000), 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 Board Approval date was June 18, 2020. The approved not to exceed amount was $10,000. On November 5, 2020 an additional $20,000 was added to the original amount. This amendment is to add an additional $6,000. The total to exceed will be $36,000.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 19th day of June 2020 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and West Shield Adolescent Services hereinafter referred to as "Consultant."

Payee's Name: West Shield Adolescent Services Daytime Phone Number: 800-899-8585 Email Address: contactus@westshield.com

Mailing Address: 16835 Algonquin Street Suite 439, Huntington Beach, CA 92649

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: ~~06/18/2020~~ ~~11/05/2020~~ 06/03/2021
Account Code: 01.0-07240-0-50010-36000-5812-7440000

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 $95 per hour▪/ per day □/ per session□ for a total not to exceed ~~$10,000~~ ~~$30,000~~ $36,000 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 07/01/2020 and terminating on 06/30/2021.
3. Payment Terms: Net 45 Days

   Escort transportation services to special education students being placed at out of state/in state residential facilities.

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 — 5/20/21 — Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase Order will be created. This Purchase Order will need to include the Agreement for Consultant Services, W9, and Board Approved coversheet uploaded on the Purchase Order. Once services are rendered, send paperwork to accounts receivable so they can process payment.
Revised 09/18

Burbank Unified School District
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 3, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The purpose of the ratification of agreement for professional services is to hire an outside credentialed teacher (as a consultant) to provide assessments for Special Education Students. The consultant will conduct assessments for students with IEPs that were unable to be conducted due to the physical school closures.

Discussion/Issues:

The District is conducting in-person academic assessments required by IDEA that were unable to be completed when schools were physically closed. The District does not have enough current staff able to complete these assessments so an outside agency is assisting.

Fiscal Impact:

Not to exceed $22,800.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Professional Tutors of America, to provide Learning Loss Mitigation Intervention supports to students with IEPs, not to exceed $22,800 (01.0-32150.0-57602-11100-1130-7449000), effective January 25, 2021 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 February 18, 2021. This amendment is to extend the end date from May 28, 2021 to June 30, 2021.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 18th day of February 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America Daytime Phone Number: 714-784-3454 Email Address: rgordon@professionaltutors.com

Mailing Address: 3350 E. Birch Street, Brea, CA 92826

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: ~~02/18/2021~~ 06/02/2021

Account Code: 01.0-65000.0-57602-11900-5850-7440000

The assignment **X 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 $80 per hour▪/ per day □/ per session ▪ for a total not to exceed $22,800 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 01/26/2021 and terminating on: ~~05/28/2021~~ 06/30/2021.
3. Payment Terms: Net 45 Days

Due to COVID 19 school closures, consultant will provide a credentialed teacher, Davida Harvey, to provide 10 - 15 hours of tutoring for the learning lost program.

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.

Robert Gordon 5/24/21

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
Special Education Department

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Tamara Schiern, Director, Special Education and Psychological Services
PREPARED BY:	Tamara Schiern, Director, Special Education and Psychological Services
SUBMITTED BY:	Sandra Shearer, Administrative Secretary
DATE:	June 3, 2021
SUBJECT:	Amended Agreement for Professional Services (Special Education)

Background:

The purpose of the ratification of agreement for professional services is to hire an outside credentialed teacher (as a consultant) to provide educational support to Special Education Students. The consultant will assist with providing services, as specified in students' IEPs, assessments, writing the assessment reports and attending IEP's of Special Education Students.

Discussion/Issues:

The District is obligated to provide specialized academic instruction and assessments and to implement Individualized Education Plans (IEP's) for students who attend our schools. Due to COVID 19 and the closure of schools, a qualified temporary teacher or substitute was unable to be secured. The District does not have current staff able to support the current caseload and is, therefore, contracting with one to remain in compliance with IEP and Ed Code regulations.

Fiscal Impact:

Not to exceed $56,400.

Recommendation:

Tamara Schiern, Director, Special Education and Psychological Services, recommends that the Board of Education ratify an agreement between Burbank Unified School District and Professional Tutors of America, to provide support to BUSD teachers for assessments, written reports and attend student IEP meetings, not to exceed $56,400 (01.0-65000.0-50010-36000-5813-7440000), effective January 4, 2021 through May 28, 2021 and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original approval date was February 4, 2021. We are having to add an additional $6,400 to the agreement due to additional hours the teacher had provided.

BURBANK UNIFIED SCHOOL DISTRICT

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

AMENDED AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 4th day of January 2021 by and between the **Burbank Unified School District,** hereinafter referred to as "District", and Professional Tutors of America hereinafter referred to as "Consultant."

Payee's Name: Professional Tutors of America Daytime Phone Number: 714-784-3454 Email Address: rgordon@professionaltutors.com

Mailing Address: 3350 E. Birch Street, Brea, CA 92826

Sponsoring Administrator: Matt Hill Superintendent Special Education
Print Name Title Signature Location

Board Approval: ~~02/04/2021~~ 06/03/2021

Account Code: 01.0-65000.0-57602-11900-5850-7440000

The assignment **X 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 $80 per hour▪/ per day ☐/ per session ▪ for a total not to exceed $56,400 **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 01/04/2021 and terminating on: 05/28/2021.
3. Payment Terms: Net 45 Days

Consultant will provide a credentialed teacher (Kimbra Miller) to substitute in the classroom.

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.

Burbank Unified School District
Department of Student Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Stacy Cashman, Director, Student Services
PREPARED BY:	Stacy Cashman, Director, Student Services
SUBMITTED BY:	Melinda Drechsler, Administrative Secretary, Student Services
DATE:	June 3, 2021
SUBJECT:	Approval of Contract with Los Angeles County Office of Education for Positive Behavior Interventions and Support (PBIS) Consulting and Training Services (COVID Funds)

Background:
In the spring of 2016, Burbank Unified School District's Board of Education approved a comprehensive three-year Mental Health and Wellness Plan. This Plan consists of five overarching goals that are designed to address the social and emotional needs, issues, and concerns of students, families, staff members, and the community. Specifically, Goal #4 of this Mental Health and Wellness Plan states: "Establish and maintain a District-wide culture based on positive social and emotional interactions; with consistent behavioral expectations for all." One of the district actions for the implementation of this goal is to create caring school cultures modeled on a program known as Positive Behavior Interventions and Support (PBIS).

District-Wide Goals for 2021-2022:
2.2 Continue to implement Positive Behavior Intervention and Supports (PBIS) and other interventions to maintain or decrease absenteeism and suspension rates on the California Dashboard.

Discussion/Issues:
The District's overall plan for PBIS implementation involves school teams becoming trained by the Los Angeles County Office of Education (LACOE) PBIS staff. This 'Train-the-Trainers' model, engages a small cohort of school personnel who apply a collaborative approach to train and implement PBIS at their respective school sites. In 2016-2017, some secondary schools began PBIS training and implementation. In 2017-2018 all secondary schools underwent training. That year, the total cost of the training was $36,738. It was funded by the Local Education Agency (LEA) Health Services Grant. For the 2018-2019 and the 2019-2020 school year, all elementary, middle, high school, and alternative schools in the district participated in some phase of PBIS training and implementation. LACOE provides ongoing support as well as training during all phases of PBIS training and implementation.

According to LACOE, full PBIS implementation at a school site may take 3 to 5 years. LACOE also provides ongoing technical assistance to the District to guide support, metrics, and progress monitoring of PBIS at the respective school sites. During the 2020-2021 school year, PBIS training was reduced and limited due to fiscal reductions and the pandemic. For the 2021-2022 school year, LACOE and Student Services have planned a year of custom training in Trauma-Informed Practices along with implementation plans for students and staff. The focus for the 21-22 school year will be Trauma-Informed Practices and Tier II interventions. "Becoming a trauma-informed school requires a layered approach (PBIS) to create an environment with clear behavior expectations for everyone, open communication, and sensitivity to the feelings and emotions of others." We will focus on the Six

Principles of a Trauma-Informed Approach; safety, trust, peer support, collaboration, empowerment, and diversity and inclusion. Trauma-informed schools integrate this approach in all areas including services like mental health services and counseling, threat assessment, student behavior, diversity and inclusion, and bullying and cyberbullying. From https://www.edutopia.org/article/trauma-informed-practices-benefit-all-students

Fiscal Impact:
The total cost of the LACOE contracted services for the PBIS program training and implementation in 2021-2022 is $131,500.00 for the district for 4 full days of training, the use of LACOE PBIS materials and online modules and technical supports, and 3 parent educational meetings, as well as substitutes for teachers on training days. The funding source for the program will be the Local Control Accountability Plan (LCAP) Supplemental Grant and COVID funding.

Recommendation:
Stacy Cashman, Director of Student Services, recommends that the Board of Education approve the Agreement between the Burbank Unified School District and the Los Angeles County Office of Education #C20842:21:22 to provide training materials and online programming for the District's PBIS program, effective July 1, 2021 through June 30, 2022, not to exceed $131,500 01.0-74250.0-00000-21400-5810-7429000 (COVID funds), and that authority to sign the agreement be exercised according to BUSD – AR 3314, as presented.

LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and **Burbank Unified School District**, hereinafter referred to as "LEA," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE's Division of Student Support Services provides a variety of services for school districts within the County of Los Angeles. LEA has requested that LACOE provide Positive Behavior Interventions and Supports (PBIS) consulting and training to District leadership teams, site administrators and coaches as specified in Exhibit A-PBIS Training Scope and Sequence and Service Option selected by the LEA. Service Options to be provided are contained in Attachment 1 and/or Attachment 2, attached hereto, incorporated herein, and made a part hereof. LEA will provide LACOE with a list of all participating schools and notify LACOE if any changes occur. LEA will register workshops via LACOE's Organization Management System (OMS). All work shall be coordinated with LACOE's project director, Sheari Taylor.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective upon full execution and shall be in effect from July 1, 2021, through June 30, 2022. The Contract may be terminated at LACOE's convenience upon written notification.

3. REVISING SERVICE OPTION

Both parties understand that during the fiscal year, revisions may be made to the **Attachments**. In these instances, LACOE shall issue to LEA a revised **Attachment** to reflect those changes which shall be signed, dated and returned by LEA.

4. COST AND PAYMENT

This Contract contains detailed costs on **Attachment 1 and/or Attachment 2.** LEA shall make payment to LACOE within thirty (30) days of receipt of invoice.

5. ASSIGNMENT

LEA 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.

6. INDEMNIFICATION

LEA 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 LEA 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 LEA. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

1. **INSURANCE**
LEA and LACOE shall take out and maintain such general liability, property damage, and workers' compensation insurance as is required to protect their interests, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other party may carry; and, upon request, each party shall provide the other party a certificate of insurance, along with originals of endorsements naming the other party as additional insured.

2. **INDEPENDENT CONTRACTOR**
While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

3. **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.

4. **SEVERABILITY/WAIVER**
   a. 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.
   b. 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.

5. **COVENANT AGAINST CONTINGENT FEES**
District/Public Agency 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/Public Agency 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.

6. **EMPLOYEE FINGERPRINTING**
During the entire term of the Contract, District/Public Agency, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

7. **TUBERCULOSIS TESTING**
Contracting Entity's employees and/or employees of subcontractors must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

8. **AMENDMENTS**
The Contract may be amended by mutual written consent of the parties.

9. **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.

1. FAILURE TO COMPLY

In the event LEA 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.

2. 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.

3. 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. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

4. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:
Contracts Unit
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW-133
Downey, CA 90242-2890

LEA:
Mailing Address is LEA's School or District Office
Attn: Assistant Superintendent/CFO

5. 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.

6. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits or attachments of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

7. COMPLIANCE WITH LAW

LEA shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LEA 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.

8. 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.

9. 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.

10. INCORPORATION BY REFERENCE
Any exhibits referenced herein shall be incorporated and made a part of this Contract.

11. 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.

12. RECORD RETENTION AND INSPECTION
LEA 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 LEA 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.

13. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES
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.

14. ALCOHOL AND DRUG-FREE WORKPLACE
Both parties hereby certify under penalty of perjury under the laws of the State of California that District/Public Agency 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.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)
By executing this contractual instrument, LEA certifies to the best of its knowledge and belief that it and its principals:

- **a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- **b.** Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- **c.** Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- **d.** Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

1. 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:_____
ROC 3/1/21

LEA
School/District Name:

Burbank Unified School District

By:_____

Debbie Kukta
Typed or Printed Name

Title: Assistant Superintendent of Administrative Services

Date:_____

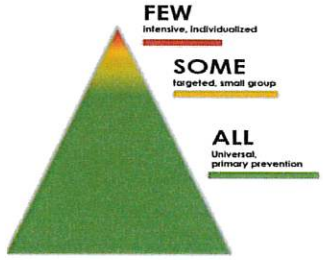
After signature is secured and contract is executed, please return the following:

A. Signature Page 5 (this page).
B. Completed and signed Attachment 1 and/or Attachment 2.

Please send via email to:

pbis@lacoe.edu

EXHIBIT A- PBIS TRAINING SCOPE AND SEQUENCE

Tier I	Tier II	Tier III
YEAR 1 TRAINING – STRAND J	**YEAR 1 TRAINING – STRAND G**	**YEAR 1 TRAINING – STRAND D**
District Leadership Team: ▪ Awareness Training **Site Tier I Team: 3 Sessions – TFI 1.1-1.15** ▪ Teams Statement of Purpose ▪ Schoolwide / Classroom Behavior Matrix ▪ Data Action Planning **Site Administrator & Coach: Coaching & Leadership** ▪ Implementation Tools & Resources ▪ Systems Change **District Coach: District Coaches Network 3 Sessions** ▪ Districtwide Implementation Support ***Unlimited Consultation and Technical Assistance***	**Site Tier II Team: 3 Sessions – TFI 2.1-2.13** ▪ CICO Decision Rules ▪ CICO System Build, DPR ▪ CICO Usage Levels **Site Administrator & Coach: Coaching & Leadership** ▪ Implementation Tools & Resources ▪ Systems Change **District Coach: District Coaches Network 3 Sessions** ▪ Districtwide Implementation Support ***Unlimited Consultation and Technical Assistance***	**Site Tier III Team: 3 Sessions – TFI 3.1-3.17** ▪ Tier III Overview & ABCs of Behavior ▪ FBA/ Competing Behavior Pathway (Continuum) ▪ Writing Brief FBA & BIP **Site Administrator & Coach: Coaching & Leadership** ▪ Implementation Tools & Resources ▪ Systems Change **District Coach: District Coaches Network 3 Sessions** ▪ Districtwide Implementation Support ***Unlimited Consultation and Technical Assistance***
YEAR 2 TRAINING – STRAND I	**YEAR 2 TRAINING – STRAND E**	**YEAR 2 TRAINING – STRAND C**
PBIS Site Tier I Team: 3 Sessions – TFI 1.1-1.15 ▪ Positive & Supportive Classroom Management ▪ Culturally Responsive Schools & Enhancing Equity ▪ Building Family Partnerships **Site Administrator & Coach: Coaching & Leadership** ▪ Implementation Tools & Resources ▪ Systems Change **District Coach: District Coaches Network 3 Sessions** ▪ Districtwide Implementation Support ***Unlimited Consultation and Technical Assistance***	**Site Tier II Team: 3 Sessions – TFI 2.1-2.13** ▪ CICO Identifications & Layering ▪ SAIG Progress Monitoring ▪ ABCs / Function of Behavior, Readiness for Tier III **Site Administrator & Coach: Coaching & Leadership** ▪ Implementation Tools & Resources ▪ Systems Change **District Coach: District Coaches Network 3 Sessions** ▪ Districtwide Implementation Support ***Unlimited Consultation and Technical Assistance***	**Site Tier III Team: 3 Sessions – TFI 3.1-3.17** ▪ FBA / Behavior Intervention Plan (BIP) ▪ Fluency of Behavior Intervention Plan ▪ Family Group Decision Making **Site Administrator & Coach: Coaching & Leadership** ▪ Implementation Tools & Resources ▪ Systems Change **District Coach: District Coaches Network 3 Sessions** ▪ Districtwide Implementation Support ***Unlimited Consultation and Technical Assistance***
YEAR 3 TRAINING – STRAND H	**Annually - $4500 per school**	**PBIS provides a Multi-Tiered System of Support (MTSS) for school sites to organize evidence-based behavioral interventions into an integrated continuum that enhances academic, social emotional, and behavioral outcomes for all students.**
PBIS Site Tier I Team: 3 Sessions – TFI 1.1-1.15 ▪ Social Emotional Learning ▪ Trauma Informed Care ▪ Bullying-Behavior Prevention & Restorative Practices ▪ Readiness for Tier II **Site Administrator & Coach: Coaching & Leadership** ▪ Implementation Tools & Resources ▪ Systems Change **District Coach: District Coaches Network 3 Sessions** ▪ Districtwide Implementation Support ***Unlimited Consultation and Technical Assistance***	**Customized Trainings by Topic** **PBIS: A Multi-Tiered System of Support** **Social Emotional Learning** **Trauma Informed Practices** **Restorative Practices** **Enhancing Equity: Challenging Implicit Bias** **PBIS in a Virtual World** **Culturally Responsive Schools/Classrooms** **Classroom Management in a Virtual World** **Customized Topic Events** **Custom Contracts Negotiable** *Trainings available upon request, or please visit our website at* www.LACOE.edu	

2021–2022 PBIS Training Scope and Sequence

All Trainings are aligned to the SWPBIS Tiered Fidelity Inventory (TFI) version 2.1

Los Angeles County Office of Education *Last Revised: 1-26-2021*

LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR
Service Options Attachment 1

Positive Behavior Interventions and Supports (PBIS) is a multi-tiered system of supports (MTSS) for school sites to organize evidence based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students.

The premise of PBIS is that continual teaching, modeling, recognizing, and reinforcing of positive student behavior will reduce unnecessary discipline and promote a positive climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted, and individualized interventions and supports to improve school climate.

1. **LEA/ORGANIZATION** (please type or print):

   Burbank Unified School District

2. **LACOE- ASSIGNED CONTRACT #:C-20842:21:22**

3. **SERVICE OPTION** (please select Option A or B):
   Multimedia Services membership is available to LEA Members with pricing based on a per student formula by school site and is the standard academic discounted pricing as reflected on your custom quote.

   ☑ **A. Strands A through I Trainings:**
   Tier 1 - Technical Assistance *(type selected Training Strand)*

   19 *(type number of schools participating)*

   ☑ **B. Customized Presentation:** *(A quote for customized presentation will be provided as Attachment 2.)*

4. **FISCAL YEAR COVERED UNDER THIS ATTACHMENT:** 2021-2022

5. **LIST OF PARTICIPATING SCHOOLS & CONTACTS:**
   Please provide a school site contact for each LEA school in the categories below. The role of this contact is to provide current staff list information so we may update accounts, coordinate workshops, distribute information about special opportunities, etc. **If this contract is for more than three schools, please attach a separate list providing one contact per school site.**

SCHOOL	CONTACT NAME	PHONE NUMBER	EMAIL
Please see attached list of schools and contacts.			

1. **MEMBER LIAISON:**
Please provide the name of LEA/ school-site person to whom all contract-related correspondence is sent. This person is often the contract's signatory, but may be a designee.

Name: Debbie Kukta

Title: Assistant Superintendent of Administrative Services

Phone: 818-729-44473

Email: debbiekukta@burbankusd.org

FAX: 818-729-4573

Street Address: 1900 West Olive Avenue

City, State, Zip: Burbank, CA 91506

Authorized School/District Administrator Signature _____ Date _____

Terri Lyttaker, Controller _____ Date _____

LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR
Quote for Customized Presentation, Attachment 2

LACOE- ASSIGNED CONTRACT #:C-20842:21:22

1. Description of Training

Four (4) full days of training, Technical Assistance, and three (3) parent training events

2. Breakdown of Fees and Total Cost

$ 19 schools x $4,500.00 = $85,500.00

$ 4 Training Days (19 schools) x $2,000.00 = $8,000.00

$ 3 parent educational trainings x $1,000.00 = $3,000.00

TOTAL AMOUNT $ 96,500.00

3. LIST OF PARTICIPATING SCHOOLS & CONTACTS:

Please provide a school site contact for each LEA school in the categories below. The role of this contact is to provide current staff list information so we may update accounts, coordinate workshops, distribute information about special opportunities, etc. **If this contract is for more than three schools, please attach a separate list providing one contact per school site.**

SCHOOL	CONTACT NAME	PHONE NUMBER	EMAIL
Please see attached school listing and contact information			

Authorized School/District Administrator Signature — Date

Terri Lyttaker, Controller — Date

ELEMENTARY SCHOOLS

Walt Disney Elementary
1220 W Orange Grove
Burbank, Ca 91506
Molly Hwang, Principal
mollyhwang@burbankusd.org
(818) 729-0100
Fax: (818) 558-4664

Thomas Edison Elementary
2110 Chestnut St
Burbank, Ca 91506
Laura Flosi, Principal
lauraflosi@burbankusd.org
(818) 729-0150
Fax: (818) 558-5566

Ralph Waldo Emerson Elementary
720 E Cypress Ave
Burbank, Ca 91501
Jennifer Kaitz, Principal
jenniferkaitz@burbankusd.org
(818) 729-1200
Fax: (818) 843•2359

Bret Harte Elementary
3200 W Jeffries Ave
Burbank, Ca 91505
Martha Walter, Principal
marthawalter@burbankusd.org
(818) 729-1250
Fax: (818) 955-7630

Thomas Jefferson Elementary
1900 N Sixth St
Burbank, CA 91504
TBD, Principal
(818) 729-1600
Fax: (818) 558-4666

William McKinley Elementary
349 W Valencia Ave
Burbank, Ca 91506
Liz Costella, Principal
lizcostella@burbankusd.org
(818) 729-2000
Fax: (818) 558-5485

Joaquin Miller Elementary
720 E Providencia Ave
Burbank, Ca 91501
Judy Hession, Principal
judyhession@burbankusd.org
(818) 729-2050
Fax: (818) 843-6077

Providencia Elementary
1919 Ontario St
Burbank, Ca 91505
Jennifer Culbertson, Principal
jenniferculbertson@burbankusd.org
(818) 729-3100
Fax; (818) 558-5475

Theodore Roosevelt Elementary
850 N Cordova St
Burbank, Ca 91505
Matthew Osmond, Principal
matthewosmond@burbankusd.org
(818) 729-3150
Fax: (818) 955-7648

Robert Louis Stevenson Elementary
3333 Oak St
Burbank, Ca 91505
Jill Johnson, Principal
jilljohnson@burbankusd.org
(818) 729-5700
Fax: (818) 841-3435

George Washington Elementary
2322 N Lincoln St
Burbank, Ca 91504
Brandi Young, Principal
brandiyoung@burbankusd.org
(818) 729-5750
Fax; (818) 558-5556

MIDDLE SCHOOLS

Luther Burbank Middle School
3700 W Jeffries Ave
Burbank, Ca 91505
Oscar Macias, Principal
Laura Vinyard, Asst. Principal
oscarmacias@burbankusd.org
lauravinyard@burbankusd.org
(818) 729-3700
Fax: (818) 842-3727

David Starr Jordan Middle School
420 S Mariposa St
Burbank, Ca 91506
Jennifer Meglemre, Principal
Danielle Fox, Acting Asst. Principal
jennifermeglemre@burbankusd.org
daniellefox@burbankusd.org
(818) 729-3900
Fax: (818) 843-3509

John Muir Middle School
1111 North Kenneth Road
Burbank, Ca 91504
Greg Miller, Principal
Catherine Celaya, Asst. Principal
gregmiller@burbankusd.org
catherinecelaya@burbankusd.org
(818) 729-3800
Fax: (818) 841-4637

HIGH SCHOOLS

Burbank High School
902 N Third St
Burbank, Ca 91502
Thomas Crowther, Principal
Robin Hatch, Asst. Principal
thomascrowther@burbankusd.org
robinhatch@burbankusd.org
(818) 729-5100
Fax (818) 845-6122

John Burroughs High School
1920 Clark Ave
Burbank, Ca 91506
Deborah Madrigal, Principal
Miriam Wazirkajoyan, Asst. Principal
deborahmadrigal@burbankusd.org
miriamwazirkajoyan@burbankusd.org
(818) 729-6900
Fax (818) 846-9268

CONTINUATION

Monterey High School
1915 Monterey Ave,
Burbank, Ca 91506
David Guyer, Principal
April Weaver, Asst. Principal
davidguyer@burbankusd.org
aprilweaver@burbankusd.org
(818) 729-5900
Fax: (818) 841-2446

OPPORTUNITY SCHOOL

Burbank Adult School
3811 Allan Ave,
Burbank, Ca 91505
Wendy Heard, Principal
wendyheard@burbankusd.org
(818) 729-5950
Fax: (818) 558-4620

ALTERNATIVE EDUCATION

Community Day School
223 E Santa Anita Ave
Burbank, Ca 91502
Frank Fuentes, Principal
frankfuentes@burbankusd.org
(818) 729-7600
Fax: (818) 846-3404

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
SUBMITTED BY:	John Paramo, Assistant Superintendent, Educational Services
PREPARED BY:	Wendy Heard, Director, Burbank Adult School
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 3, 2021
SUBJECT:	Approval of 2021-2022 Burbank Adult School Course Offerings

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Background

The A22 is California's online method of submitting adult education courses for approval by the California Department of Education (CDE). Burbank Adult School (BAS) submits courses for approval online annually.

District-wide Goals for 2020-2021:

5. Expand programs to prepare students for college, post-secondary education, training, and/or workplace from preschool through adult education.

Discussion/Issues

Prior to 2009-10, in order for adult schools to receive state funding apportionment, all adult education courses were required to be approved by the CDE. As adult education programs are no longer funded based upon a student attendance formula, this is no longer a formally mandated requirement. However, in the BUSD, the practice has been established for the Board to approve adult education courses scheduled to be offered during the regular school year.

Fiscal Implications

None.

Recommendations

John Paramo, Assistant Superintendent, Educational Services, recommends that the Board of Education approve the 2021-2022 Burbank Adult School course offerings, as presented.

California Department of Education

Date: May 21, 2021

To: Wendy Heard
Burbank Adult School

CDS:19 - 64337

From: Cliff Moss
Education Programs Consultant
Adult Education Office
916–327–6378



Subject: Course Approval for 2021-22

Your request for approval of the following 61 courses have been received, recorded, and approved for the 2021 - 2022 school year.

Number	Name	Course Outline Year	Study Date
9987	Academic ESL	2016	
4600	Accounting	2017	
9980	Advanced ESL	2016	
2403	Algebra 1	2014	
2404	Algebra II	2014	
2816	Art Appreciation	2014	
2803	Art History	2014	
2102	Basic English	2014	
2402	Basic Mathematics	2014	
9982	Beginning ESL	2016	
5755	Commercial Photography	2014	
9997	Community Access Skills and Functional Academics	2014	
2450	Computer Literacy	2014	
4633	Computer Repair and Support	2019	
2401	Consumer Mathematics	2014	
5812	Cosmetology	2015	
4119	Customer Service Representative	2018	
5757	Desktop Publishing	2015	
2618	Earth Science	2014	
2701	Economics	2014	
2131	English 10	2014	
2132	English 11	2014	
2133	English 12	2014	
2130	English 9	2014	
2198	English Elective	2014	
9986	ESL MultiLevel	2016	
4471	Food Science, Dietetics, and Nutrition	2018	
9983	General ESL	2016	
2400	General Mathematics	2014	

2413	Geometry	2014	
9972	Government	2014	
2535	Health	2014	
9981	Intermediate ESL	2016	
5622	Intermediate Graphics Technology	2015	
5732	Intermediate Stage Technology	2014	
5712	Internet Publishing	2015	
5702	Introduction to Animation	2015	
4260	Introduction to Pharmacy	2014	
5527	Introduction to Stage Technology	2014	
2621	Life Science	2014	
9998	Life Skills and functional Academics	2014	
4431	Makeup Artistry	2015	
4274	Medical Insurance Billing and Coding	2017	
4275	Medical Office	2017	
2307	Music Appreciation	2014	
4604	Network Engineering	2015	
4279	Nursing Service	2019	
5769	Other Arts, Media, and Entertainment	2015	
5760	Photographic Laboratory and Darkroom	2014	
2610	Physical Science	2014	
2424	Pre-Algebra	2014	
2206	Spanish	2014	
2207	Spanish Advanced	2014	
9984	Special ESL	2016	
9969	Test Preparation	2014	
4284	Therapeutic Services	2015	
9985	VESL (Vocational ESL)	2016	
4605	Web Site Development	2015	
9977	Work Readiness	2017	
9996	Workplace Skills and Functional Academics	2014	
2711	World History: Survey	2014	

You are authorized to expend California Adult Education Program funds for the above courses. It is recommended that you use these Course Titles with additional supporting classes listed when communicating program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).
To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

Career Technical Education: Before establishing a Career Technical Education or Occupational Education Program, a job market study of your region must be conducted and reviewed every two years to justify the need for the program being offered. Refer to the Job Market Study in EC 52519; 52520 for more information.

Education Codes: 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:
Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.

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:	Kathy Yaeger, Senior Administrative Assistant
SUBMITTED BY:	Kathy Yaeger, Senior Administrative Assistant
DATE:	June 3, 2021
SUBJECT:	Approval of Renewal to Lease Agreement with Deluxe Media Inc. (General Fund)

Background:
In June of 2020, Deluxe Media Inc. f/k/a Deluxe Digital Studios Inc., extended its lease of 60 parking spaces at Providencia Elementary School for the 2020-2021 school year. Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., has elected to extend the lease of the parking spaces annually for the last seven years.

Discussion/Issues:
The terms of the lease agreement with Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for 60 parking spaces located on the back half of the parking lot behind Providencia Elementary School (accessed from Pacific Avenue), were Board approved on June 4, 2020 for the twelve-month term of July 1, 2020 to June 30, 2021. This agreement may be extended on a year-to-year basis upon the written request of Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc., and approval of the Board of Education. The Board shall not be under any obligation to grant a request for renewal. This agreement may be terminated by a sixty (60) day written notice given by either party without liability. On April 15, 2021, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. submitted a written request to extend the lease agreement from July 1, 2021 to June 30, 2022.

Fiscal Impact:
The original terms of the lease agreement provided for an increase at the rate of 5% per annum, each July 1. The renewal to the lease agreement #8 for the term of July 1, 2021 to June 30, 2022 with the 5% increase is $5,318.83 per month for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013). If any rental payment is not received by the District within five (5) days after the due date, Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. shall pay the District a late charge equal to six percent (6%) of the overdue amount.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the Renewal to the Lease Agreement #8 between Burbank Unified School District and Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc. for use of 60 parking spaces located behind Providencia Elementary School (accessed from Pacific Avenue). The renewal includes the following amendments: (1) extend the term of the lease through June 30, 2022, and (2) increase the monthly fee by 5% in accordance with the agreement from $5,065.55 to $5,318.83 for 60 parking spaces (01.0-90708.0-00000-00000-8650-7800013), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BURBANK UNIFIED SCHOOL DISTRICT – RENEWAL TO LEASE AGREEMENT

This Renewal to Lease Agreement ("Agreement") dated July 1, 2021, is made by and between the BURBANK UNIFIED SCHOOL DISTRICT ("District") and Deluxe Media Inc. f/k/a Deluxe Digital Studios Inc. ("Lessee").

RENEWAL TO LEASE AGREEMENT #8

The following changes to the Agreement become effective when this Renewal to Lease Agreement #8 is fully signed:

ITEM #1: Extends the terms of the lease through June 30, 2022
ITEM #2: Increases the monthly rental fee to $5,318.83 for 60 parking spaces

The individuals executing this Renewal to Lease Agreement on behalf of the respective party represent and warrant that each is fully authorized and legally capable of executing this Renewal to Lease Agreement on behalf of the respective party and that such execution is binding upon such party.

Deluxe Media Inc. f/k/a/ Deluxe Digital Studios Inc.	Burbank Unified School District
By: _____	By: _____
Name: _____	Name: Debbie Kukta
Title: _____	Title: Assistant Superintendent, Administrative Services
Date: _____	Date: _____

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Peter Knapik, Director, Elementary Education
PREPARED BY:	Peter Knapik, Director, Elementary Education
SUBMITTED BY:	Gabriella Platten, Administrative Secretary
DATE:	June 3, 2021
SUBJECT:	Approval of Contract for High Trails, Inc. for Miller Elementary Outdoor Science School

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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. With parent chaperones, teachers and classmates, students leave their traditional classrooms for a few days and experience a different type of education; one taught by the likes of rangers, naturists, and ecologists. Typically taking place during the fall and winter months, OSS has become somewhat of a rite of passage for fifth graders. Plans are for the residential camp experience; however, should health conditions change the contract will be canceled. The contract would be rewritten to accommodate a virtual science week.

According to High Trails, Inc., 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. At OSS, students can learn through experiencing and observing the natural environments that surround our schools and community.

All of this happens far away from Burbank, in the high elevations of the Angeles National Forest near Big Bear, California.

District-Wide Goals for 2019-2020:

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

Discussion/Issues:
This contract is for fifth graders attending Miller Elementary School to participate in outdoor science school offered by High Trails, Inc. Parents of the elementary school fundraised to finance OSS through direct parent donations and fundraising activities from the Miller fundraising parent group.

This contract is not to exceed $35,360 and provides three nights of accommodations from October 26, 2021, through October 29, 2021. This cost does not include transportation.

Several principals have commented that due to the American Civil Liberties Union (ACLU) recent lawsuit regarding fees vs. donations, it has become much more difficult for their sites to fund this program, as it has been challenging for parent groups and principals to make up the loss of funds that sites can raise. The District cannot charge individual students for this educational experience. Hence, the cost of OSS is dependent on parent donations and fundraising.

Fiscal Impact:
No direct fiscal impact.

Recommendation:
Peter Knapik, Director, Elementary Education, recommends that the Board of Education approve the contract with High Trails, Inc. effective June 4, 2021, through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Burbank Unified School District
Instructional Services

Budget Pre-Approval
Signed by_____ Ext._____

CONSULTANT REQUEST FOR BOARD APPROVAL

Please send the following Consultants to the Board for approval, Board Meeting on Thursday, March 18, 2021

Site	Consultant(s)*	Service	Date(s)	Cost	Appropriation No. and Program Name
Miller Elementary School	High Trails	Outdoor Science School Fieldtrip	10/26/2021 to 10/29/2021	Not to exceed $35,360.00	01.0-90201.0-11100-10000-5880-2108700 (Team Jaguar Fundraising Committee Fund)

*If the consultant is being paid through a company or organization, this needs to be indicated in the "consultant's box" for proper payment.

Consultant's Qualifications: Started in 2000, High Trails is a Big Bear based small business that focuses on residential outdoor education for California elementary and middle schools and their students. Each year, they host more than 100 schools and 8,000 students as they visit in the mountains for 3, 4, or 5 weekday programs.

Purpose: To provide 4 day and 3 nights Outdoor Science School fieldtrip to Big Bear, California for up to 136 students in Grade 5. Students will participate in science lessons that meet California state standards and Next Generation Science standards, camp elements, and team building/social connection activities.

Judy Hesson — **Authorized Signature**

Miller Elementary School — **Location**

5/19/2021 — **Date**

ATTACH A COPY OF THE CONSULTANT'S RESUME OR FACT SHEET (One page only) and RETURN COMPLETED FORM TO JENNY JONES IN INSTRUCTIONAL SERVICES

BURBANK UNIFIED SCHOOL DISTRICT

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

AGREEMENT FOR CONSULTANT SERVICES

This Agreement, made and entered into this 14th day of May 2021 by and between the **Burbank Unified School District**, hereinafter referred to as "District", and High Trails hereinafter referred to as "Consultant."

Payee's Name: High Trails Daytime Phone Number: 800-428-1851 Email Address: leslie@dirtyclassroom.com

Mailing Address: PO Box 2640, Big Bear City, CA 92314

Sponsoring Administrator: Judy Hession, Principal at Miller Elementary School

Board Approval: Thursday, June 3, 2021

Account Code: 01.0-90201.0-11100-10000-5880-2108700 – Team Jaguar Fundraising Committee

The assignment ☐ **will or X will not** require Consultant to work with pupil(s) unsupervised in a program sponsored by the District during the contract period. If it does, the Consultant will be contacted by HR and provided the DOJ & FBI form to complete as required by AB346 and will be responsible for associated costs. **Consultant shall not begin service until HR receives clearance. Retired Employee: Please check if you belong to __calPERS __cal STRS Retirement Date _____**

WITNESSETH:

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

1. The Consultant agrees to perform the following services for the District, at a rate of $_____ per hour☐/ per day ☐/ per session for a total not to exceed $35, 360.00. **Amount to include speaking fee, mileage and any additional fees.
2. The term of the Agreement shall be the period commencing on: 10/26/2021 and terminating on 10/29/2021.
3. Payment Terms: 2 Weeks prior to the departure date – by 10/11/2021.
4. Consultant will provide the following services:

   To provide 4 days and 3 nights Outdoor Science School fieldtrip in Big Bear, California for up to 136 students in Grade 5.
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.

Fiscal Services Administrator	Date	Consultant	High Trails 5/19/2021 Date

Instructions: Consultant is to sign and return one copy to the sponsoring administrative site. Agreement will be submitted for Board Approval. After Board approval, a Purchase 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

High Trails Outdoor Science School

Overview

For the students, we look at ourselves as a wonderful combination of both a school and a camp. Our science and ecology based classes, based on California State Standards, are taught from thoughtful and detailed lesson plans in interactive and experiential ways, and offer three activities and one experiment per class. Unlike other science schools, we operate on the notion that this one experience may be the only outdoor "camp" experience that many of these students ever see. Because of this, we would be remiss if we did not include the "camp" side of things; classes like climbing, archery, teambuilding and orienteering, songs and skits, and lots of fun, silly games. We want students to understand that life is a proper balance of hard work and fun play.

At camp, students spend their time split between the field and the cabin.

In the field, students grab a sack lunch and head off with their field instructor, out of doors the whole day while being taught classes chosen by the visiting school teachers. Dinner is back in camp at the dining hall, after which students switch to their cabin instructor, who teaches night classes, hosts evening programs like snakes and line dancing, and makes sure certain essential demands (showering, sleeping, etc.) are met. After a night's sleep in a heated cabin, students are up and ready for breakfast and the next day. Students are supervised 100% of the time, and our program is purposefully designed to keep students busy and occupied the entire time they are here with us.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
High Trails, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 2640

Requester's name and address (optional)

6 City, state, and ZIP code
Big Bear City, CA 92314

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
3	3	–	0	9	2	1	6	9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** | **Date ▶** 1/1/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Burbank Unified School District
Instructional Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Sharon Cuseo, Assistant Superintendent, Instructional Services
PREPARED BY:	Sharon Cuseo, Assistant Superintendent, Instructional Services
SUBMITTED BY:	Jenny Jones, Administrative Secretary II
DATE:	June 3, 2021
SUBJECT:	Approval of Independent Learning Academy Master Agreements

Background

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

2020-2021 District-wide Goal(s):

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

Discussion/Issues

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

Fiscal Implications

None.

Recommendations

Sharon Cuseo, Assistant Superintendent, Instructional Services, recommends that the Board of Education approve the Independent Learning Academy Master Agreement for 7th and 8th Grade Students, the Independent Learning Academy Master Agreement for High School Students, and the Request for Extension of Contract Time, effective July 1, 2021, as presented.

BURBANK UNIFIED SCHOOL DISTRICT

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

Student's Name_____ Date of Birth_____ Age_____

Grade _____ Home Phone _____ Name of Parent/Guardian _____

Home Address _____City _____ZIP _____

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

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

School of Enrollment: Burbank Unified Independent Learning Academy

Scheduled Meeting Day: _____ At_____

Location of Meetings: To Be Determined

Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

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

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

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

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

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

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

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

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

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

Independent Learning Academy Academic Honesty Guidelines

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

Academic Dishonesty includes but is not limited to the following:

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

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

First Offense in a Semester:

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

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

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

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

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

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

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

Student Email: _____

Parent Email: _____

SIGNATURES DATE

Student: _____ _____

Parent/Guardian: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: _____ _____

Other with Academic Responsibilities: _____ _____

BURBANK UNIFIED SCHOOL DISTRICT

Independent Learning Academy Master Agreement for High School Students

Student's Name_____ Date of Birth_____ Age_____
Grade _____ Home Phone _____ Name of Parent/Guardian _____
Home Address _____City _____ZIP _____
Mother's Work or Cell Phone _____ Father's Work or Cell Phone _____
Duration of Contract: Fall/Spring/Summer Start Date _____End Date_____
School of Enrollment: Burbank Unified Independent Learning Academy
Scheduled Meeting Day(s) _____ At_____
Location of Meetings: To Be Determined
Supervising Teacher: _____

CONDITIONS OF PARTICIPATION IN BURBANK UNIFIED INDEPENDENT LEARNING ACADEMY

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

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

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

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

Any student who misses three (3) consecutive assignments and/or appointments, and/or fails to meet this minimum requirement to complete assignments and earn credits will be evaluated, to determine whether it is his/her best interest to remain in the I.L.A. and may be subject to dismissal from the program and returned to a regular program of classroom instruction. (Education Code 51749.5)

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

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

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

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

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

First Offense in a Semester:

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

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

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

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

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

Courses to be taken during this contract period:

Subject	Credits	Subject	Credits

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

SIGNATURES DATE

Student: _____ _____

Parent/Guardian: _____ _____

Supervising Teacher: _____ _____

Superintendent's Designee: _____ _____

Other with Academic Responsibilities: _____ _____

Independent Learning Academy

Request for Extension of Contract Time

Student Name _____ Teacher _____
Date _____
Class _____
Reason for requesting extension: _____
_____
_____
_____
_____
Approved _____ Denied _____
Signature of Superintendent/Designee_____
Date _____

Note: Extensions are not to exceed 20 school days.

Independent Learning Academy

Request for Extension of Contract Time

Student Name _____ Teacher _____

Date _____
Class _____
Reason for requesting extension: _____
_____
_____
_____
_____
Approved _____ Denied _____
Signature of Superintendent/Designee_____
Date _____

Note: Extensions are not to exceed 20 school days.

Burbank Unified School District Memberships for 2021-2022

Organization	Type of Membership	Estimated Cost 2021-22	Funding Source	String
Amazon Capital Services	District-Wide	$ 3,499.00	Purchasing	010-00000-0-00000-72000-5310-753-1000
American Association of School Librarians (AASL)	Individual	$ 87.00	Miller ES (gift funds)	01.0-90201.0-00000-24200-5310-2108200
America's Battle of the Books	School Site	$ 50.00	Emerson	01.0-00000.0-11100-10000-4310-2031000
Association for California School Administrators (ACSA)	Individual	$ 1,950.00	Superintendent	01.0-00000.0-00000-71500-5310-7411000
Association for California School Administrators (ACSA)	Individual	$ 1,800.00	Business Office	01.0-00000.0-00000-72000-5310-7471000
Association for California School Administrators (ACSA)	Individual	$ 3,000.00	Instructional Services	010-00000.0-00000-72000-5310-7421000
Association for California School Administrators (ACSA)	Individual	$ 1,800.00	Human Resources	01.0-00000.0-00000-72000-5310-7551000
Association for Supervision and Curriculum Development (ASCD)	Individual	$ 150.00	Instructional Services	010-00000.0-00000-72000-5310-7421000
Association for Supervision and Curriculum Development (ASCD)	School Site	$ 1,385.00	JBHS	01.0-00000.0-00000-27000-5310-4321000
CA FPS	School Site	$ 180.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
California Art Education Association	School Site	$ 35.00	Muir	01.0-00000.0-17001-10000-5310-3221000
California Association of Dance/Drill Team Directors (CADTD)	School Site	$ 75.00	JBHS	01.0-00000.0-00000-27000-5310-4321000
California Association of Latino Superintendents and Administrators (CALSA)	Individual	$ 150.00	Human Resources	01.0-0000.0-00000-72000-5310-7551000
California Association of Latino Superintendents and Administrators (CALSA)	Individual	$ 200.00	Luther Burbank MS	01.0-90711.0-00000-27000-5310-3208000
California Association of School Business Officials(CASBO)	Institutional	$ 3,000.00	District Office	01.0-00000.0-00000-72000-5310-7401000
California Association of School Business Officials(CASBO)	Individual	$ 300.00	Business Office	01.0-00000.0-00000-72000-5310-7471000
California Coalition for Adequate School Housing (CASH)	Individual	$ 209.00	Facilities	01.1-81500.0-00000-81100-5310-7523100
California Child Devlopment Administrators Association (CCDAA)	District	$ 250.00	Children's Center	Various CC sites
California Consortium for Independent Study	School Site	$ 60.00	Independent Learning	01.0-00000.0-00000-27000-5310-5750000
California Continuation Education Association (CCAE)	School Site	$ 425.00	Monterey High School	01.5-22000.0-32000-27000-5310-5301000
California Council for Adult Education (CCAE)	School Site	$ 250.00	Adult Education	11.0-63900.0-41100-27000-5310-5330000
California Future Problem Solvers	School Site	$ 500.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
California School Board Association (CSBA)	Board	$ 14,500.00	Board of Education	01.0-00000.0-00000-71100-5310-7561000
Collaborative for High Performance Schools (CHPS)	District	$ 50.00	Districtwide	01.0-00000.0-00000-71500-5310-7411000
Costco	District	$ 110.00	Districtwide	01.0-00000.0-00000-72000-5310-7471000
Edjoin/San Joaquin County of Education	District	$ 2,189.85	Human Resources	01.0-00000.0-00000-72000-5310-7401000
Los Angeles County School Trustees Association (LACSTA)	Board	$ 150.00	Board of Education	01.0-00000.0-00000-71100-5310-7561000
National Academy Foundation Program	BHS/JBHS	$ 14,000.00	CTE	01.0-06350.0-38000-10000-5310-7910000
National Association for Gifted Children (NAGC)	Individual	$ 119.00	Instructional Services	01.0-00000.0-00000-72000-5310-7421300
National Association of Secondary School Principals	School Site	$ 215.00	Luther Burbank MS	01.0-62640.0-00000-21503-5310-7429000
National Association of Student Councils	School Site	$ 95.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
National Council of Teachers of Mathematics (NCTM)	School Site	$ 165.00	Edison	01.0-00000.0-11100-10000-5310-2021000
National Honor Society (NASSP)	School Site	$ 385.00	JBHS	01.0-00000.0-11100-10000-5310-4321000
National Student Clearinghouse	School Site	$ 850.00	Instructional Services	010.00000.0-00000-72000-5310-7421000
Odyssey of the Mind	School Site	$ 140.00	JBHS	01.3-71400.0-11100-10000-5310-4329000
San Gabriel Valley Purchasing Association (SGVPA)	Individual	$ 30.00	Purchasing	01.0-00000.0-00000-72000-5310-7531000
School Employers Association of California (SEAC)	District	$ 2,350.00	Human Resources	01.0-00000.0-00000-72000-5310-7401000
School Nutrition Association	Institutional	$ 250.00	Food Services	13.0-53100.0-00000-37000-5310-7490000
SKILLS USA (JBHS/BHS)	JBHS/BHS	$ 3,500.00	CTE	01.0-06350.0-38000-10000-5310-791[illegible]
Southern California School Band & Orchestra Association (SCSBOA)	School Site	$ 100.00	JBHS	01.3-71400.0-11100-10000-5310-432[illegible]

Southern California School Nutrition Association (CSNA)	Institutional	$ 400.00	Food Services	13.0-53100.0-00000-37000-5310-7490000
Super Co-Op Santa Clarita Valley School (Lead Agency)	District	$ 2,000.00	Food Services	13.0-53100.0-00000-37000-5310-7490000

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:	June 3, 2021
SUBJECT:	Approval of Agreement for Professional Services, Lozano Smith (General Fund/Bond Fund)

Background:
The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as construction. Services may also include preparation for and representation in court.

Discussion/Issues:
The firm of Lozano Smith has been in existence since 1988 and has offices in the San Francisco Bay Area, the Central Valley, the Central Coast, the Los Angeles area and the San Diego area. Attorneys within the firm practice in all state and federal courts throughout California. They focus particularly on Education Law and provide access to attorneys who specialize in particular areas of the law.

Fiscal Impact:
The District will use the services of this firm on an as-needed basis as is already our practice with other attorneys. The rate per hour for the firm is as follows:

Client agrees to pay Attorney by the following standard hourly rate*:

	Effective 7/1/2020
Partner**/Senior Counsel/Of Counsel	$ 275 - $ 350 per hour
Associate	$ 215 - $ 285 per hour
Law Clerk/Paralegal	$ 135 - $ 195 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $350 - $385 per hour.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between the Burbank Unified School District and Lozano Smith, Attorneys at Law, to provide specialized legal services in the area of facilities and construction, effective, July 1, 2021 through June 30, 2022, not to exceed $200,000 (01.0-00000.0-00000-72000-5820-7401000) (General Fund) and (21.0-00000.0-00000-85000-5820-7400000) (Bond Fund) and (01.0-65000.0-50010-21000-5820-7440000) (Special Education Fund), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2021, between the BURBANK UNIFIED SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Burbank Unified School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 05/11/2021

Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR BURBANK UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 350 per hour
Associate	$ 215 - $ 285 per hour
Paralegal / Law Clerk	$ 135 - $ 195 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $350 - $385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 3, 2021
SUBJECT:	Approval of Agreement for Professional Services, Hatch & Cesario Attorneys-At-Law (Special Education)

Background:
The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as education law. Services may also include preparation for and representation in court.

Discussion/Issues:
Hatch & Cesario Attorneys-At-Law will provide legal services in regards to various special education matters.

Fiscal Impact:
Not to exceed $150,000

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Hatch & Cesario Attorneys-At-Law, to perform specific services, effective July 1, 2021 through June 30, 2022, not to exceed $150,000 (01.0-65000.0-50010-21000-5820-7440000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

HATCH & CESARIO

ATTORNEYS-AT-LAW

April 23, 2021

Burbank Unified School District
Attn: Debbie Kukta, Assistant Superintendent Administrative Services
1900 W. Olive Avenue
Burbank, CA 91506

Re: Legal Services Agreement

Dear Ms. Kukta:

Enclosed please find 2 copies of our Agreement for Legal Services for the 2021-2022 fiscal year. Please be aware that due to the rise in business and other costs, we are regretfully raising some of our hourly rates. Please see our new rates listed below.

2018-2021 Rates		2021-2022 Rates	
Partners	$225.00	Partners	$250.00
Sr. Associates	$200.00	Sr. Associates	$225.00
		Mid-level Associates	$215.00
Jr. Associates	$190.00	Jr. Associates	$200.00
Education Consultant	$160.00	Education Consultant	$160.00
Law Clerk	$140.00	Law Clerk	$140.00
Paralegal	$125.00	Paralegal	$150.00

Please review the enclosed Agreement for Legal Services. If it meets with your approval, please initial and sign on page 4 of both copies. Please retain one of the original signed copies for your records and provide me with the other signed copy for my records.

It has been my pleasure to provide the Burbank Unified School District with legal services. I appreciate the opportunity to continue working with you and the District in the coming year.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Hatch & Cesario

Melissa Hatch
Enclosures

Thousand Oaks
191 W. Wilbur Road, Suite 102
Thousand Oaks, CA 91360
melissa@hatchcesariolaw.com

www.hatchcesariolaw.com
(805) 639-0090 Office
(805) 980-4218 Fax

San Diego
10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw.com

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Burbank Unified School District ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	$250.00
Sr. Associates	$225.00
Mid-level. Associates	$215.00
Jr. Associates	$200.00
Education Consultant	$160.00
Law Clerk	$140.00
Paralegal	$150.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	$0.20 per page
Facsimile	$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, any claim arising out of or relating to this

Agreement or its breach shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of Ventura County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Ventura, California.

B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

Because each party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here) _____(Attorney Initial Here)

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

Term of Agreement

The term of this Agreement is effective July 1, 2021 through June 30, 2022 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Burbank Unified School District	Hatch & Cesario, Attorneys-at-Law
_____	_____
Debbie Kukta, Assistant Superintendent Administrative Services	Melissa Hatch, Partner
Date: _____	Date: April 23, 2021

Thousand Oaks
191 W. Wilbur Road, Suite 102
Thousand Oaks, CA 91360
melissa@hatchcesariolaw.com

www.hatchcesariolaw.com
(805) 639-0090 Office
(805) 980-4218 Fax

San Diego
10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw.com

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

This Agreement is by and between the Burbank Unified School District ("Client") and Hatch & Cesario, Attorneys-at-Law, Thousand Oaks office ("Attorney").

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. This Agreement and Attorney's services do not include appeals of special education or other matters. A separate Agreement will be required for additional legal services.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Partners	$250.00
Sr. Associates	$225.00
Mid-level. Associates	$215.00
Jr. Associates	$200.00
Education Consultant	$160.00
Law Clerk	$140.00
Paralegal	$150.00

Attorney shall bill Client for legal services in one-tenth (.10) increments. Attorney reserves the right to charge for actual travel at Attorney's hourly rate.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	$0.20 per page
Facsimile	$0.50 per page
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis. If Client determines that expert consultation and/or expert witness testimony is necessary, Client shall pay all fees and costs directly to the expert unless Client and Attorney otherwise agree.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Arbitration of All Disputes Including Claims of Malpractice

A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, any claim arising out of or relating to this

Agreement or its breach shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of Ventura County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure Section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be Ventura, California.

B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code Section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

Because each party is giving up a right, Client is encouraged to have an independent lawyer of Client's choice review these arbitration provisions before agreeing to them.

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

_____ (Client Initial Here) _____ (Attorney Initial Here)

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

Term of Agreement

The term of this Agreement is effective July 1, 2021 through June 30, 2022 and may be modified in writing by mutual agreement of Client and Attorney. This agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Burbank Unified School District	Hatch & Cesario, Attorneys-at-Law
_____	_____
Debbie Kukta, Assistant Superintendent Administrative Services	Melissa Hatch, Partner
Date: _____	Date: April 23, 2021

Thousand Oaks
191 W. Wilbur Road, Suite 102
Thousand Oaks, CA 91360
melissa@hatchcesariolaw.com

www.hatchcesariolaw.com
(805) 639-0090 Office
(805) 980-4218 Fax

San Diego
10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw.com

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 3, 2021
SUBJECT:	Approval of Agreement for Professional Services, Atkinson, Andelson, Loya, Ruud & Romo (General Fund)

Background:
The Burbank Unified School District has the need from time to time for legal advice, support and direction in areas of specialty such as education law. Services may also include preparation for and representation in court.

Discussion/Issues:
Atkinson, Andelson, Loya, Ruud & Romo will provide legal services in regard to education law, public agency law, personnel, employee relations, expulsions, special education, contracts, real property and other District matters, including representation of the District in arbitration, administrative and court proceedings, as requested by the District.

Fiscal Impact:
For the period July 1, 2020 through June 30, 2021, the District hereby agrees to pay the Law Firm in connection with the above referenced services as at the following hourly rates:

Senior Partners	$ 310.00
Partners/Senior Counsel	300.00
Senior Associates	275.00
Associates	255.00
Electronic Technology Litigation Specialist	245.00
Non-Legal Consultants	215.00
Senior Paralegals/Law Clerks	175.00
Paralegals/Legal Assistants	165.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve an agreement between Burbank Unified School District and Atkinson, Andelson, Loya, Ruud & Romo to perform specific services, effective July 1, 2021 through June 30, 2022, not to exceed $200,000 per year (01.0-00000.0-00000-72000-5820-7471000), and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2021, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and BURBANK UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for one year, commencing July 1, 2021, through June 30, 2022. For the period July 1, 2021, through June 30, 2022, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

Senior Partners	$315.00
Partners/Senior Counsel	$300.00
Senior Associates	$275.00
Associates	$255.00
Electronic Technology Litigation Specialist	$245.00
Non-Legal Consultants	$215.00
Senior Paralegals/Law Clerks	$175.00
Paralegals/Legal Assistants	$165.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals $2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the

District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,

conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2021, through June 30, 2022, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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/ / /

XII. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2021.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ By: _____
JAMES C ROMO

"District"

BURBANK UNIFIED SCHOOL DISTRICT

Dated: _____ By: _____

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 3, 2021
SUBJECT:	Approval of Agreement for Professional Services, TLC Auctions

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Background:

From time to time, the District accumulates surplus supplies, books and property that must be disposed of. One way in which the law allows a district to dispose of property is through an auction after the Board has taken action to declare surplus the items to be sold.

Discussion/Issues:

In 2007, the Board updated its policy 3270 covering the sale and disposal of books, equipment and supplies. As a result, procedures were developed for the use of staff in processing materials and equipment that are to be disposed of.

As a part of implementation of this procedure, the District contracted with TLC Auctions. This contract allows for surplus items to be turned over to this firm and sold at their discretion either by formal auction or on-line.

Fiscal Impact:

The firm assumes all costs and charges a 45% fee against the gross proceeds of the sale.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District and TLC Auctions, for the disposal of surplus materials and equipment, effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

10012-10022 CITRUS AVENUE
FONTANA, CA 92335
909-823-3428
www.tlcauctions.com

AGREEMENT

This agreement dated the 1st day of July 2021, in the County of San Bernardino, State of California, between **Burbank Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Burbank Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.

2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.

3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.

4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all

board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuit to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30th day of June, 2022. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1st day of July 2021

By: _____

Date: May 11, 2021

TLC Auctions

By: _____
Debbie Kukta, Assistant Superintendent

Date: June 7, 2021

Burbank Unified School District

10012-10022 CITRUS AVENUE
FONTANA, CA 92335
909-823-3428
www.tlcauctions.com

AGREEMENT

This agreement dated the 1st day of July 2021, in the County of San Bernardino, State of California, between **Burbank Unified School District** hereinafter referred to as SELLER, and **TLC Auctions** hereinafter referred to as AUCTIONEER.

This Agreement is to conduct an unreserved auction for the sale of all board approved surplus property to the SELLER'S needs either through offsite auctions, online at TLCAuctions.com or at eBay.com

1. For all the services, which AUCTIONEER is obligated to perform under the terms of this Agreement, the SELLER shall pay to the AUCTIONEER a standard Seller's Fee of 45 percent of gross sales. AUCTIONEER shall provide a check made payable **Burbank Unified School District** for net proceeds of auction. The check shall be delivered to SELLER no later than forty-five (45) business days after the sale and removal of sold items.

2. The duty of the AUCTIONEER shall be to serve as AUCTIONEER and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. AUCTIONEER has a security bond (#62307468) on file with the State of California. AUCTIONEER is also licensed by the State of California Cal Recycle Program for the collection of electronic waste (#116172). AUCTIONEER shall perform all other duties in regards to such sales, including but not limited to transportation of surplus items, tagging, inventorying, set-up, advertising, telemarketing, clerking, cashiering, DMV paperwork (if applicable), bookkeeping and all other related functions.

3. AUCTIONEER shall be an independent contractor retained by the SELLER for the aforementioned purpose. Employees of the AUCTIONEER will not be considered for any reason to be employees of the SELLER.

4. It shall be the responsibility of the AUCTIONEER to obtain, at the AUCTIONEER'S expense, all required licenses and permits necessary to perform under this Agreement. SELLER

warrants that they are the owner of and have merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the AUCTIONEER the right to convey a merchantable title to that property to the successful buyer at the auction. SELLER shall offer all board approved surplus property to AUCTIONEER. In the event SELLER provides a listing of surplus items, said list will be made an integral part of this Agreement as Addendum "A". No items shall be removed from Addendum "A" less than four days prior to the scheduled auction date.

5. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement.

6. AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.

7. In the case of dispute, the laws of the State of California and the County of Los Angeles shall apply.

8. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry or national origin.

9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.

10. With this signed agreement SELLER hereby appoints AUCTIONEER as their attorney in fact, to complete all necessary DMV documents as needed, to transfer ownership as required by law of the items sold pursuit to this agreement.

11. The term of this agreement shall be for a period of 1 year and will end on the 30th day of June, 2022. The SELLER or AUCTIONEER have the right to terminate this agreement at any time after thirty (30) days prior written notice specifying the desired date of termination. The provisions of this Section Shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any event occurring prior to such expiration or termination.

The parties hereto have executed this Agreement on the 1st day of July 2021

By: _____

Date: May 11, 2021

TLC Auctions

By: _____
Debbie Kukta, Assistant Superintendent

Date: June 7, 2021

Burbank Unified School District

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:	June 3, 2021
SUBJECT:	Approval of Piggybackable Contracts for Equipment, Materials and Services 2021-2022

Background:
California Public Contract Code (PCC) 20118 authorizes school districts to order against competitive bids prepared by other school districts (commonly referred to as "piggyback") and public agencies, provided such authority is granted by the Board of Education and the originating agency at the time of the bid preparation and aware of contract. Pursuant to the same code, these public agencies include any public corporation or agency, including any county, city, town or district.

Discussion/Issues:
Administrative Services and Purchasing Services has determined that, when appropriate, piggyback contracts will save administrative time and expense, provide favorable pricing, and will be advantageous and in the best interest of the District. It is recommended that the Governing Board approve the adoption of piggybackable contracts, which include but are not limited to:

- The Interlocal Purchasing System (TIPS)
- California Multiple Award Schedule (CMAS)
- CalSAVE Purchasing Cooperative Contract
- E&I Cooperative Services
- National Association of State Procurement Officials (NASPO ValuePoint)
- National Cooperative Purchasing Alliance (NCPA)
- National Intergovernmental Purchasing Alliance (NIPA)
- National Joint Powers Alliance (NJPA)
- Technology Bidding and Purchasing Program (PEPPM)
- The Cooperative Purchasing Network (TCPN)
- U.S. Communities Government Purchasing Alliance
- Western States Contracting Alliance (WSCA)

Fiscal Impact:
Funding may be provided from various sources including but not limited to General Fund, Deferred Maintenance Fund, Bond Fund, and Categorical Programs.

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve piggybackable contracts for the purchase of equipment, materials, and services for the 2021-2022 school year, as presented.

Burbank Unified School District
Administrative Services

REPORT TO THE BOARD

TO:	Members of the Board of Education
FROM:	Debbie Kukta, Assistant Superintendent, Administrative Services
PREPARED BY:	Ruthie DiFonzo, Senior Administrative Assistant
SUBMITTED BY:	Ruthie DiFonzo, Senior Administrative Assistant
DATE:	June 3, 2021
SUBJECT:	Approval of Agreement for Field Trip, Athletic and Extra-Curricular Transportation with Durham School Services, LP (General Fund)

Background:
Durham School Services have been providing transportation for Burbank Unified School District students for the past nineteen (19) years.

Discussion/Issues:
In July of 2012 the District awarded home-to-school transportation to First Student; however, field trip, athletic and extra-curricular transportation is not exclusive to First Student. This allows the sites to bid their extra transportation needs.

Various school sites have elected to use Durham School Services for field trip, athletic and extra-curricular transportation needs for the 2021-2022 school year.

Fiscal Impact:
The transportation rates for the 2021-2022 school year shall be adjusted upward as stated below:

A. Daily Field Trip and Extra-Curricular Transportation Service:

3 Hour Minimum Rate:	$346.98
4 Hour Minimum Rate:	$427.06
Extra Hours Rate:	$ 70.17 per hour
8 Hour Minimum Rate:	$707.51
Extra Hours Rate:	$ 70.17 per hour

*The above rates are based on Monday-Friday, non-holiday regular rates.

Grad Night Rate, 12 Hour base: $858.31, additional hours: $70.17
Day Rate, 17 Hour base: $1,226.66
Mountain Trip Fuel Surcharge: $80.00 flat rate

Recommendation:
Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education ratify Amendment Number seven to the agreement between Burbank Unified School District and Durham School Services, L.P., to provide Field Trip, Athletic and Extra-Curricular Transportation services, effective July 1, 2021 through June 30, 2022, and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

AMENDMENT NUMBER NINE

BURBANK UNIFIED SCHOOL DISTRICT, hereinafter referred to as **"DISTRICT"**, and **DURHAM SCHOOL SERVICES, L.P.**, hereinafter referred to as **"CONTRACTOR"**, mutually agree to amend the existing Agreement for the Transportation of Pupils, dated October 18, 2012, hereinafter referred to as the "Agreement", as stated below:

1. The transportation rates for the 2021-2022 school year shall be adjusted upward as stated below:

   A. Field Trip, Athletic, and Extra-Curricular Transportation:

*HOURLY RATE 3 HR MINIMUM	*HOURLY RATE 4 HR MINIMUM	*HOURLY RATE 8 HR MINIMUM
$346.89	$427.06	$708.51
	$70.17	$70.17

*Rates based on Monday-Friday, Non-Holiday Regular Rates.
Holiday and Weekend Hourly Rate or Factor $102.00 per hour.

Grad Night Rate, 12 Hour base: $858.31, additional hours: $70.17
Day Rate, 15 Hour base: $1,226.66 (FMCSA Max 15 Hours on Duty)
Mountain Trip Fuel Surcharge: $80.00 flat rate

2. The first sentence of Article 2, Term, shall be deleted and replaced with the following:

   "The term of this Agreement shall be for a period of one (1) year beginning July 1, 2021 through June 30, 2022."

3. This Amendment is effective July 1, 2021 and is agreed to by the parties.

4. Article 2, Equipment Requirements, shall be deleted and replaced with the following:

   "All buses supplied under this AGREEMENT shall be approved school or SPAB buses, as defined by applicable statutory or administrative codes."

5. All other terms and conditions of the original contract remain the same.

Signatures on Following Page

DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding II, L.L.C.
its general partner

By: _____
Name: Paul Egger
Title: Sr. Director, Charter
Date: May 26, 2021

BURBANK UNIFIED SCHOOL DISTRICT

By: _____
Name: Debbie Kukta
Title: Assistant Superintendent, Administrative Services
Date: June 7, 2021

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:	June 3, 2021
SUBJECT:	Approval of Agreement for Professional Services, BSN Sports

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Background:

On March 31, 2021, a formal vote was held to change the mascot at John Burroughs High School to the Bears.

Discussion/Issues:

As part of the rebranding process, John Burroughs High School (JBHS) will partner with BSN Sports as it rebrands its athletic apparel to the Bears. JBHS will receive discounts on all purchases and earn rebates through the BSN Sports Rewards Program for the purchase and supply of athletic apparel and equipment.

Fiscal Impact:
The agreement with BSN Sports is at no cost to the District.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the agreement between Burbank Unified School District's John Burroughs High School and BSN Sports for the purchase of athletic apparel and equipment, effective July 1, 2021, through June 30, 2026, and that authority to sign the agreement be exercised pursuant to BUSD—AR 3314, as presented.

BSN SPORTS REWARD PROGRAM

FOR

JOHN BURROUGHS HIGH SCHOOL

BSN SPORTS is pleased to offer **JOHN BURROUGHS HIGH SCHOOL** ("Customer") the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment.

BSN SPORTS Product Pricing: Customer shall be able to purchase products at the following discounts:

- Nike Team Apparel/Stock Uniforms — 40% off Retail Price
- UA Team Apparel/Stock Uniforms — 40% off Retail Price
- BSN SPORTS Products — 15% off Catalog Price
- BSN SPORTS Catalog Branded Products — 5% off Catalog Price

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code. BSN SPORTS catalog branded products are products distributed by BSN SPORTS from a manufacturer such as Wilson, Spalding, Rawlings, etc.

All Custom Uniforms and Footwear will be priced separately. Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at the then-current team discount pricing.

Decoration charges are not included in the above discounts.

Sales through the following channels will not be included in Spending Level Totals for purposes of calculating the Product Rebates: products sold to the Cheerleading coach, through Fan Cloth, BSN SPORTS Sideline Stores. Fan Cloth is a fundraising partner of BSN SPORTS and this BSN Rewards Program does not prevent the Customer from using Fan Cloth.

My Team Shop: BSN SPORTS' online player pay site is recommended to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate. My Team Shop products will be priced at 20-25% off Catalog/Retail Price. My Team Shop sales will be included in the Spending Level Totals.

Shipping: Customer will pay freight charges on all orders.

Product Rebate: Subject to the terms below, Customer will receive a Product Rebate selected from a list of products, inclusive of applicable freight charges, provided by BSN SPORTS subject to availability at the time of order. Product Rebates may not be used to reduce outstanding balances. Product Rebates are available after the requirements below are met.

Product Rebates must be redeemed in the final two months of the Agreement Year (as defined below). Unused Product Rebate amounts, as of 5PM CST on the last day of each Agreement Year, are forfeited by the Customer. As a result, Product Rebate amounts cannot be carried from one Agreement Year to the next. Rebates only apply to orders placed under the terms and conditions of this BSN Rewards Program (including pricing).

Annual Spending Level	**Annual Rebate Amount:**
$100,000+	10% of annual spend in Nike, Under Armour or other branded apparel or BSN SPORTS equipment at catalog price.
$75,000 - $99,999	**Annual Rebate Amount:** 5% of annual spend in Nike, Under Armour or other branded apparel or BSN SPORTS equipment at catalog price.

Maximum annual Product Rebate will be the amount above, inclusive of any manufacturer incentives. Orders with discounts greater than stated above will be excluded.

Any decoration or customization to rebate product is paid for by the Customer.

Terms and Conditions: All purchases will be made through BSN SPORTS. Only products purchased through BSN SPORTS will be eligible for the Product Rebate.

All of Customer's accounts payable owing to BSN SPORTS must be paid within the payment terms provided by BSN SPORTS to receive Product Rebate.

Term: The initial term of this BSN Rewards Program shall be for five (5) years (the "Initial Term") commencing on the date this BSN Rewards Program is signed by an authorized officer of both parties and ending on the fifth (5th) anniversary of such date. At the expiration of the Initial Term, this BSN Rewards Program will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless a party provides the other party with written notice of its intent not to renew this BSN Rewards Program at least ninety (90) days prior to the expiration of the then current Term. Each 12-month period during the Initial Term or any Renewal Term shall be defined as an Agreement Year.

Acknowledged and Agreed to:

JOHN BURROUGHS HIGH SCHOOL		**BSN SPORTS**
_____	_____	_____
Debbie Kukta Assistant Superintendent Administrative Services	Date	Jeremy Sinz Vice President

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK&FIELD
STRENGTH&
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES&BLEACHERS
COACHING
AQUATICS

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:	June 3, 2021
SUBJECT:	Approval of Amended Agreement for Bond Accounting Software, California Financial Services (CFS) (Bond Fund)

Background:

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

Discussion/Issues:

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

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

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

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

Fiscal Impact:

Increase of $10,000 for a total of $85,000.

Recommendation:

Debbie Kukta, Assistant Superintendent, Administrative Services, recommends that the Board of Education approve the amended agreement between Burbank Unified School District and California Financial Services (CFS) for the KeyAnalytics Services system effective July 1, 2019 through June 30, 2022, not to exceed $85,000 per year (21.0-00000.0-92000-85000-5840-7400021), and that authority to sign the agreement be exercised pursuant to BUSD-AR 3314, as presented.

Note: The original agreement was Board approved June 6, 2019 for an annual fee of $60,000. On February 4, 2021 an amendment was approved by the Board for an increase of $15,000 000 due to the additional cost of .02 for OPSC revenue generation of $706,454 Bret Hart Elementary School OPSC project. This amendment increase of $10,000 is due to the additional cost of .02 for OPSC revenue generation of $727,622 for Stevenson Elementary School project.